

CITY OF LA CRESCENT

AGENDA

REGULAR MEETING

JUNE 28, 2021

5:30 P.M.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ACTION TO CHANGE AGENDA

1. CONSENT AGENDA

All items listed under the consent agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1.1 MINUTES – MAY 24, 2021
- 1.2 MINUTES – JUNE 14, 2021
- 1.3 BILLS PAYABLE THROUGH JUNE 24, 2021
- 1.4
- 1.5

2. PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 REVIEW WILDWOOD STORMWATER PROJECT
- 3.2 HIGH SCHOOL DITCH STORMWATER PROJECT QUOTES
- 3.3 ALTERNATIVE LANDSCAPING EQUIPMENT GRANT
- 3.4 FLEET ELECTRIFICATION ADVISORY PROGRAM
- 3.5 REIMBURSEMENT RESOLUTION
- 3.6 PERSONNEL COMMITTEE RECOMMENDATION
- 3.7 AGENDA REQUEST – F.D. 100 YEAR CELEBRATION
- 3.8 UPDATE ON LIBRARY REOPENING AND FINE CHANGES
- 3.9
- 3.10

4. UNFINISHED BUSINESS

- 4.1

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
JUNE 28, 2021
5:30 P.M.

5. MAYOR'S COMMENTS

- 5.1 RESPONSE TO STUDENTS

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 EXPLORE LA CROSSE
6.2
6.3

7. CORRESPONDENCE

- 7.1
7.2
7.3

8. CHAMBER OF COMMERCE

- 8.1

9 ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

NOTICE

Please take notice that pursuant to Minn. Stat. Section 13D.021, members of the City Council may attend the meeting by telephone or zoom.

1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MAY 24, 2021

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of May was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, May 24, 2021.

Pursuant to Minn. Stat. § 13D.021 and due to the COVID-19 pandemic, members of the City Council and City Staff were given the option to attend the meeting by telephone or Zoom. Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present was City Administrator Bill Waller, City Attorney Skip Wieser, City Engineer Tim Hruska, and City Administrative Assistant Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented. There were no changes requested.

ITEM 1 – CONSENT AGENDA

At this time, the Mayor read the following items to be considered as part of the Consent Agenda for this regular meeting:

- 1.1 MINUTES – MAY 10, 2021
- 1.2 BILLS PAYABLE THROUGH MAY 20, 2021

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. It was recommended to revise the May 10, 2021 Minutes regarding Item 1 – Consent Agenda to include Mayor Mike Poellinger as voting Yes to the Motion and changing “Member” to “Members” in roll call sentence. Also, in 3.1 – Planning Commission Minutes – May 4, 2021 to correct the address of South 6th Street in two places from “536” to “436”. There was also a change to the Bills Payable. Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, as follows:

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED INCLUDING THE REVISIONS TO THE MAY 10, 2021 MINUTES AS STATED ABOVE AND TO THE BILLS PAYABLE.

Upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.1 – WILDWOOD STORMWATER PROJECT QUOTES

City Engineer Hruska reviewed with City Council two quotes for the Wildwood Stormwater project. This project was previously presented to City Council. This project would extend storm sewer from the intersection of Wildwood and Rosewood to the backyards of Lot 3 & 4. The project would need easements from the two adjacent property owners to proceed. The two quotes reviewed by City Council were from Zenke, Inc. and Gerke Excavating. Zenke, Inc. quote was in the amount of \$44,326.00. The City Engineer presented several reasons why the City should not consider paying for this project. The City Engineer stated it uncertain what is creating the problem described by property owners. Discussion regarding that no water is infiltrated the basements, no dead grass in the yards, and setting precedence for future stormwater issues. Questions were asked to City Attorney about the need for public easements, and release agreements. Extended discussion followed. Following discussion, Member Williams made a motion, seconded by Member Hutchinson, as follows:

MOTION TO ACCEPT THE PROPOSAL FROM ZENKE, INC. IN THE AMOUNT OF \$44,326.00 FOR THE WILDWOOD STORMWATER PROJECT AND TO AUTHORIZE THE CITY ATTORNEY TO PREPARE THE EASEMENTS AND RELEASE AGREEMENTS WITH THE PROPERTY OWNERS.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Dale Williams	Yes

Member Cherryl Jostad, Member Teresa O'Donnell-Ebner and Mayor Mike Poellinger voted against the same. The motion failed by a 2-3 vote.

Following discussion, Member O'Donnell-Ebner made a Motion requiring the affected property owners to contribute to the costs of the stormwater improvements. Member O'Donnell-Ebner withdrew the Motion before a second was obtained.

Following further discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad, as follows:

MOTION TO AUTHORIZE CITY STAFF TO CONTACT AFFECTED PROPERTY OWNERS REGARDING THE PROPERTY OWNERS AND HOMEOWNER'S ASSOCIATION CONTRIBUTING TO THE COST OF THE STORMWATER IMPROVEMENTS.

Upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

Member Ryan Hutchinson and Member Dale Williams voted against the same. The motion was declared duly carried by 3-2 vote.

ITEM 3.2 – WALNUT STREET PROJECT ALTERNATIVES

City Engineer Hruska reviewed with City Council the alternatives and cost estimates for the reconstruction of Walnut Street. The project is tentatively planned for 2022. The project will utilize a combination of funding sources that may include the following: bonding authority through the City's 2021-2025 Street Reconstruction Plan; Municipal State Aid funds; water/sewer revenue bonds; American Rescue Plan funds; and possibly a Local Road Improvement Program grant application. The intersection of Main Street and Walnut Street is proposed to be redesigned, reducing the overall amount of pavement in the intersection. It was recommended to City Council to authorize a demonstration project for Main and Walnut similar to the one that will be installed this summer on Elm Street between South 4th and South 6th Street. It was also recommended that a portion of the June 28th City Council meeting be held at the intersection as a means to introduce the project to the community and receive feedback. It was the consensus of City Council to have a letter sent out to the Walnut Street property owners and to the Chamber of Commerce. At the June 14, 2021, the City Council will finalize the June 28 Agenda for this item. This item was informational, and no action was taken.

ITEM 3.3 – TRUSS SPECIALISTS LEASE EXTENSION

City Administrator Waller reviewed with City Council that the City has for many years leased the property commonly referred to as the "old dump property" to Truss Specialists. The current lease expires in June of 2021, and it was recommended to City Council to approve a new three-year lease agreement with Truss Specialists with a 3% annual increase in the lease amount. City Council reviewed the new Lease Agreement between the City and Truss Specialists. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE A NEW THREE YEAR LEASE AGREEMENT BETWEEN THE CITY AND TRUSS SPECIALISTS FROM JUNE 15, 2021 TO JUNE 15, 2024 FOR THE PROPERTY COMMONLY REFERRED TO AS THE "OLD DUMP PROPERTY" WITH A 3% ANNUAL INCREASE IN THE LEASE AMOUNT.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.4 – HTM PAVING/CITY LOT ALTERNATIVES

City Engineer Hruska reviewed with City Council two informational items that did not require action at the meeting. Discussed first was the alternatives regarding the installation of the second lift of black top at the Horse Track Meadows development. The first lift, the base course, was installed in the fall of 2020. The plans for the project included that the second lift of black top, the wear course, be installed in 2021. Due to the amount of current and anticipated building activity in 2021, it was discussed whether the City may want

to consider holding on the installation of the second lift of black top for a year or two. The pluses and minuses with each of these options were discussed.

The second item discussed was regarding the redevelopment options for the parcel of property that the City purchased adjacent to the Horse Track Meadows development. City Council reviewed two redevelopment alternatives, one with 5 two-unit structures, and the second with 6 single family lots. In the development agreement for the project, there is a provision that the City will not resell this property until the developer has sold 75% of the platted lots or May 1, 2025, whichever occurs first. In addition, the property will need to be added to the sewer service agreement with the City of La Crosse and platted before the City will be able to sell any of the lots. The City had planned that the two-unit option would be the best use for the property, and utilities were stubbed into the property based on that plan. However, based on lot sales to date in the Horse Track Meadows development, the sale of the single family lots is going faster than the sale of the two-unit lots. The local realtor that is handling the sale of the lots in the Horse Track Meadows development has indicated that the two-unit option is the most desirable option for the City. The 5 two-unit lot development is expected to generate approximately \$500,000 in anticipated lot sales and will create \$3,000,000 in new market value; while the 6 single family lot development will generate approximately \$450,000 in anticipated lot sales and create \$2,400,000 in new market value.

These two items were informational, and no action was taken.

ITEM 3.5 – STORMWATER ORDINANCE

City Engineer Hruska reviewed with City Council the City's revised Stormwater Ordinance which updates items required by the MS4 Permit. Below is a non-inclusive list of sections that have been revised:

- Provides guidance on acceptable Best Management Practices (BMP) for projects.
- Requirements for needing a permit, review responsibilities and timing.
- Engineering calculations that would be required with submittals.
- Stormwater volume reduction requirements along with defining areas where infiltration is prohibited.
- Erosion and sediment control measures that shall be in place during construction and up to vegetative state.
- Mechanisms for enforcing erosion and sediment violations.
- Items required on Grading Plans.
- Financial Securities required for applicants before construction begins.
- Post-Construction Stormwater Management that includes reduction in water volume, Total Suspended Solids (TSS) and Phosphorus (TP) for new developments and redevelopment projects.
- Includes maintenance agreements for BMP's constructed on private property.

Following discussion, Member Jostad introduced the following Ordinance with added definition, and moved its passage and adoption:

ORDINANCE NO. 551

AN ORDINANCE OF THE CITY OF LA CRESCENT RESTATING, SUPPLEMENTING AND AMENDING THE STORM WATER AND EROSION CONTROL ORDINANCE AND AMENDING THE CITY OF LA CRESCENT CODE

The City Council of the City of La Crescent, Houston County, Minnesota hereby ordains:

SECTION 1. The Storm Water and Erosion Control Ordinance of the City is here restated in relevant part with amendments thereto with respect to definitions and amending, appending certain procedural and substantive regulation.

SECTION II. The entire text of the Storm Water and Erosion Control Ordinance here enacted, and the subject matter of this ordinance is incorporated hereat verbatim, including the restated provisions and amendments, eliminated portions lined-out, supplemental amendment provisions underscored:

12.185 POST CONSTRUCTION STORMWATER MANAGEMENT AND EROSION AND SEDIMENTATION CONTROL

1. Purpose. The purpose of this ordinance is to prevent or reduce water pollution after construction activities have been completed, in accordance with the U.S. Clean Water Act, the Small Municipal Separate Storm Sewer Systems General Permit (MS4), Minnesota Statutes and Rules and Federal Laws and Regulations.

The ordinance establishes standards and specifications for design, conservation practices, planning activities, and construction activities which minimize storm water pollution, soil erosion, and sedimentation. It protects public health and property while encouraging retention of natural topographic features and existing vegetation and encouraging alternative approaches to conventional flatland development practices on steep slopes including imaginative and innovative techniques suited to the natural surroundings to enhance the existing and future appearances of hillsides.

2. Scope. Except where a variance is granted, any person, firm, sole proprietorship, partnership, corporation, State agency, or political subdivision proposing a land disturbance activity within the City shall apply to the City for the approval of the stormwater pollution prevention plan. No land shall be disturbed until the plan is approved by the City and conforms to the standards set forth herein.
3. Definitions. These definitions apply to this ordinance. Unless specifically defined below, the words or phrases used in this ordinance shall have the same meaning as they have in common usage. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "must" are always mandatory and not merely directive.

Applicant: Any person or group that applies for a building permit, subdivision approval, or a permit to allow land disturbing activities. Applicant also means that person's agents, employees, and others acting under this person's or group's direction. The term "applicant" also refers to the permit holder or holders and the permit holder's agents, employees, and others acting under this person's or group's direction.

Average Slope: Average slope shall be determined by use of the following formula:

$$S = 0.0023 \times l \times L \div A$$

S = average slope (%)

.0023 = conversion factor (square feet to acres)

I = contour interval (distance between adjacent contour lines on a map) in feet (not to exceed 10 feet)
L = the total length of the contour lines within the subject parcel
A = the area in acres of the subject parcel

Slopes exceeding thirty-five (35) percent shall be excluded from lot area computations.

Best Management Practices (BMP's): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by State or designated area-wide planning agencies. (Examples of BMP's) can be found in the current version of the Minnesota Pollution Control Agency's Stormwater Best Management Practices Manual:

Bond: Any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the governing body. All bonds shall be approved by the governing body wherever a bond is required by these regulations.

Buffer: A protective vegetated zone located adjacent to a natural resource, such as a water of the State, that is subject to direct or indirect human alteration. Such a buffer strip is an integral part of protecting an aquatic ecosystem through trapping sheet erosion, filtering pollutants, reducing channel erosion and providing adjacent habitat. The buffer strip begins at the "ordinary high-water mark" for wetlands and the top of the bank of the channel for rivers and streams. This start point corresponds to the Minnesota Department of Natural Resources' definition of a "shoreline" in Minnesota Rules 6115.0030. Therefore, a stream with a width of thirty (30) feet between banks and one hundred (100-foot buffer strips has a total protected width of two hundred thirty (230) feet. Acceptable buffer vegetation includes preserving existing pre-development vegetation and/or planting locally distributed native Minnesota trees, shrubs and grassy vegetation. Alteration of buffers is strictly limited. Buffer areas are designated with permanent markers.

Building Pad: A building pad is the area on a lot within which the principal building will be constructed.

Certificate of Occupancy: A certificate issued by the Building Official after final inspection when it is found that the building and project complies with the provisions of the State Building Code, the City Code, and other laws which are enforced by the City. No building shall be occupied until the Building Official has issued a Certificate of Occupancy, or a temporary certificate when warranted.

City: The City Council or its authorized representative charged with the administration and enforcement of this Ordinance or their regularly authorized deputy.

Common Plan of Development or Sale: A contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, or on different schedules, but under one proposed plan. This item is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land disturbing activities may occur.

Cribbing: The use of timbers in such a fashion so as to lend support to soil, to direct runoff or to prevent erosion.

Developer: Any person, group, firm, corporation, sole proprietorship, partnership, State agency, or political subdivision thereof engaged in a land disturbance activity.

Development: Any land disturbance activity that changes the site's runoff characteristics in conjunction with residential, commercial, industrial or institutional construction or alteration.

Discharge: The release, conveyance, channeling, runoff, or drainage, of storm water, including snow melt, from a construction site.

Energy Dissipation: This refers to methods employed at pipe outlets to prevent erosion. Examples include, but are not limited to, aprons, riprap, splash pads, and gabions that are designed to prevent erosion.

Erosion: Any process that wears away the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the activities of people and nature.

Erosion Control: Refers to methods employed to prevent erosion. Examples include soil stabilization practices, horizontal slope grading, temporary or permanent cover, and construction phasing.

Erosion and Sediment Practice Specifications or Practice: The management procedures, techniques, and methods to control soil erosion and sedimentation as officially adopted by either the State, County, City, or local watershed group, whichever is more stringent.

Escrow: Cash invested in the name of the City in a financial institution for the benefit of the City and the depositor.

Exposed Soil Areas: All areas of the construction site where the vegetation (trees, shrubs, brush, grasses, etc.) or impervious surface has been removed, thus rendering the soil more prone to erosion. This includes topsoil stockpile area, borrow areas and disposal areas with the construction site. It does not include temporary stockpiles or surcharge areas of clean sand, gravel, concrete or bituminous, which have less stringent protection. Once soil is exposed, it is considered "exposed soil" until it meets the definition of "final stabilization."

Filter Strips: A vegetated section of land designed to treat runoff as overland sheet flow. They may be designed in any natural vegetated form from a grassy meadow to a small forest. Their dense vegetated cover facilitates pollutant removal and infiltration.

Final Stabilization: All soil disturbing activities at the site have been completed, and that a uniform (evenly distributed, e.g., without large bare areas) perennial vegetative cover with a density of seventy (70) percent of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures have been employed. Simply sowing grass seed is not considered final stabilization. Where agricultural land is involved, such as when pipelines are built on crop or range land, final stabilization constitutes returning the land to its pre-construction agricultural use. (Examples of vegetative cover practices can be found in the current version of the Minnesota Department of Transportation's publication "Supplemental Specifications to the 1994 Standard Specifications for Construction.")

Grade: The vertical location of the ground. Existing grade is the grade prior to grading. Rough grade is the stage at which grade approximately conforms to the approved plan. Finish grade is the final grade of the site which conforms to the approved plan.

Grading Permit: A permit required to complete land disturbance activities.

Impervious Surface: A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of

flow than existed prior to development. Examples include rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

Land Disturbance Activity: Any land change that may result in the alteration of existing surface drainage patterns or soil erosion from water or wind and the movement of sediments into or upon waters or lands within this government's jurisdiction, including construction, clearing and grubbing, grading, excavating, transporting and filling of land. Within the context of this rule, land disturbance activity does not mean:

- A. Minor land disturbance activities that do not alter existing surface drainage patterns such as home gardens and an individual's home landscaping, repairs, and maintenance work.
- B. Tilling, planting, or harvesting of agricultural, horticultural, or silvicultural (forestry) crops.
- C. Emergency work to protect life, limb, or property and emergency repairs, unless the land disturbing activity would have otherwise required an approved erosion and sediment control plan, except for the emergency. If such a plan would have been required, then the disturbed land area shall be shaped and stabilized in accordance with the City's requirements as soon as possible.

Linear project: Construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale. For example, roads being constructed concurrently with a new residential development are not considered linear projects because they are part of a common plan of development or sale. [Minn. R. 7090]

Municipal Separate Storm Sewer System or MS4: A conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains:

- a. Owned or operated by a state, city, town, county, district, association, or other public body, created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district, or drainage district or similar entity, or an Indian tribe or an authorized Indian tribe organization, or a designated and approved management Agency under section 208 of the federal Clean Water Act, United States Code, title 33, section 1288, that discharges into waters of the state;
- b. Designed or used for collecting or conveying stormwater;
- c. That is not a combined sewer; and
- d. That is not part of a publicly owned treatment works as defined in 40 CFR 122.2.

Native Vegetation: The pre-settlement (already existing in Minnesota at the time of statehood in 1858) group of plant species native to the local region, that were not introduced as a result of European settlement or subsequent human introduction.

Natural and Undisturbed State: No cut or fill work shall be done. The only acceptable use would be for conservation and recreation and then only if significant topological change and vegetation removal is not required.

Paved Surface: A constructed hard, smooth surface made of asphalt, concrete or other pavement material. Examples include, but are not limited to, roads, sidewalks, driveways and parking lots.

Permanent Cover: Final stabilization. Examples include grass, gravel, asphalt, and concrete. See also "Final Stabilization"

Permit: Within the context of this rule, a permit is a written warrant or license granted for construction, subdivision approval, or to allow land disturbing activities.

Phased Project or Development: Clearing a parcel of land in distinct phases, with at least seventy-five (75) percent of the project's preceding phase meeting the definition of "final stabilization" and the remainder proceeding toward completion, before beginning the next phase of clearing.

Registered Professionals: A registered professional civil engineer, soils engineer, geologist, landscape architect, or other registered professional with experience and knowledge in the application of principles required to comply with this Ordinance.

Rip Rap: The use of stones, rocks or other loose objects placed in such a fashion so as to lend support to the soil and/or to protect against runoff and erosion.

Runoff Coefficient: The fraction of total precipitation that is not infiltrated into or otherwise retained by the soil, concrete, asphalt, or other surface upon which it falls, that will appear at the conveyance as runoff. This coefficient is usually estimated for an event or on an average annual basis.

Runoff Rate: The rate of flow running over the surface of a site after the soil has reached saturated conditions, measured in units of volume versus time.

Sediment: The product of an erosion process; solid material both mineral and organic, that is in suspension, is being transported, or has been moved by water, wind, or ice, and has come to rest on the earth's surface either above or below water level.

Sedimentation: The process or action of depositing sediment.

Sediment Control: The methods employed to prevent sediment from leaving the development site. Examples of sediment control practices are silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, and temporary or permanent sedimentation basins.

Significant Redevelopment: Alterations of a property that changes the "footprint" of a site or building in such a way that results in the disturbance of over one (1) acres of land. This term is not intended to include activities, which would not be expected to cause adverse storm water quality impacts and offer no new opportunity for storm water controls, such as exterior remodeling.

Slope: The inclination of the ground surface measured and expressed as a ratio of horizontal distance to vertical distance.

Soil: The unconsolidated mineral and organic material on the immediate surface of the earth. For the purposes of this document, temporary stockpiles of clean sand, gravel, aggregate, concrete or bituminous materials (which have less stringent protection) are not considered "soil" stockpiles.

Special Assessment: A cost levied by the City against a property for the purposes of recovering costs incurred by the City.

Stabilized: The exposed ground surface after it has been covered by sod, erosion control blanket, rip rap, pavement, or other material that prevents erosion. Simply sowing grass seed is not considered stabilization.

Steep Slope: Any slope steeper than ten (10) percent (ten (10) feet of rise for every one hundred (100) feet horizontal run).

Storm Water: Under Minnesota Rule 77077.0105, subpart 41b storm water means “**precipitation runoff**, storm water runoff, snow melt runoff, and any other surface runoff and drainage.” (According to the Code of Federal Regulations (CFR) under 40 CFR 122.26(b)(13) “Storm Water means storm water runoff, snow melt runoff and surface drainage.”) Storm water does not include construction site dewatering.

Storm Water Pollution Control Plan: A joint storm water and erosion and sediment control plan that is a document containing the requirements of Section 4, that when implemented will decrease soil erosion on a parcel of land and off-site non-point pollution. It involves both temporary and permanent controls.

Structure: Anything manufactured, constructed or erected which is normally attached to or positioned on land, including portable structures, earthen structures, roads, parking lots, and paved storage areas.

Subdivision: Any tract of land divided into building lots for private, public, commercial, industrial, etc. development. Minnesota Rule 6120.2500, subpart 17 defines subdivision as “land that is divided for the purpose of sale, rent, or lease, including planned unit development.”

Substantial Building Permit: A building permit for an improvement which involves land disturbing activities. This shall not include activities such as roofing, siding, windows, or similar activities.

Temporary Protection: Short term methods employed to prevent erosion. Examples of such protection are straw, mulch, erosion control blankets, wood chips, and erosion netting.

Terrace: A relatively level step or bench constructed in the face of a sloped surface for drainage and maintenance purposes.

Urban: Of, relating, characteristic of, constituting a City.

Vegetated or Grassy Swale: A vegetated earthen channel that conveys storm water, while treating the storm water by biofiltration. Such swales remove pollutants by both filtration and infiltration.

Very Steep Slope: Any slope steeper than one (1) foot of rise for each three (3) feet of horizontal run (thirty-five (35) percent slope).

Wet Detention Facility: A permanent man-made structure, containing a permanent pool of water, used for the temporary storage of runoff.

Wet Retention Facility: See wet detention facility.

4. General Requirements

- A. Every applicant for a substantial building permit, subdivision approval, or a permit to allow land disturbing activities involving disturbing twenty thousand (20,000) cubic feet of land or more must comply with the provisions of this Ordinance and submit a grading plan to the City Engineer for review. No substantial building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the grading plan by the City.
- B. Drainage discharge onto adjacent property(s) shall be managed so post-development runoff is equal to or less than pre-development.

- C. No stormwater runoff or natural drainage water shall be so diverted or directed as to overload existing drainage systems or create flooding or the need for additional drainage structures on other private properties or public lands without proper and approved provisions being made for avoiding these conditions.
- D. If construction involves clearing, grading and/or excavation that disturbs one (1) or more acres OR clearing, grading and/or excavation that disturbs less than one (1) acre but is part of a larger common plan of development which disturbs one (1) or more acres; The project must meet the requirements of the current permits:
 - 1) MPCA National Pollution Discharge Elimination System (NPDES)/State Disposal System (SDS) Construction Stormwater (CSW) Permit
- E. The Developer shall obtain all applicable permits from Local, State and Federal Agencies prior to the commencement of any earthmoving activities.
- F. Shoreland Protection. All land disturbing activities shall be subject to the applicable standards and requirements found in Ordinance No. 12.24 of the City Code entitled "Shoreland Management District."
- G. Floodplain Protection. All land disturbing activities shall be subject to the applicable standards and requirement found in Ordinance No. 282 of the City Code entitled "La Crescent District Floodplain Management Ordinance."
- H. Engineered Grading Standards. All land disturbing activities shall be subject to the applicable standards and requirements found in Appendix A of Ordinance 421.

5. Plan Review and Permit Issuance

- A. The City Engineer shall review all grading plans with the exception of single lot development grading plans. The review shall be completed no later than fourteen (14) days upon receipt of the submittal by the applicant.
- B. City staff shall review single lot development grading plans. City staff may refer such plans to the City Engineer for review.
- C. If the City determines that the post construction stormwater management BMP's, Stormwater Pollution Prevention Plan (SWPPP), erosion and sedimentation control BMP's and grading plan meet the requirements of this Ordinance, the City shall issue a grading permit valid for a specified period of time that authorizes the land disturbance activity contingent on the implementation and completion of the post construction stormwater management BMP's, erosion and sedimentation control BMP's and items depicted on the approved grading plan and SWPPP.
- D. If the City determines that the post construction stormwater management BMP's, SWPPP, erosion and sedimentation control BMP's and grading plan do not meet the requirements of this Ordinance, the City shall not issue a grading permit for the land disturbance activity.
 - 1) All land use and building permits for the site in question shall be suspended until the applicant has approved post construction stormwater management BMP's, SWPPP, erosion and sedimentation control BMP's and grading plan.

- E. If the post construction stormwater management BMP's, SWPPP, erosion and sedimentation control BMP's and grading plan are not being implemented, the City can suspend or revoke the grading permit authorizing the land disturbance activity.

6. Modification of Plans

- A. An approved SWPPP and grading plan may be modified in accordance with the following:
 - 1) Written application for modification must be received by the City. In reviewing such an application, the City Engineer may require additional reports and data.
 - 2) The City shall retain the written records of such modifications for at least three (3) years.

7. Calculation Methodology

- A. A hydrograph method based on sound hydrologic theory shall be used to analyze runoff for the design of post construction stormwater Best Management Practices (BMP's) or analysis of flows and water levels.
- B. The design of any permanent stormwater treatment system intended to meet the requirements of this Ordinance shall be verified by routing the design storm hydrograph through the proposed facility using the storage indication method or other methodology demonstrated to be more appropriate.
- C. A stormwater report signed by a registered professional engineer which includes pre and post development plans, routings, hydrographs and any calculations required to demonstrate compliance with this Ordinance shall be submitted to the City for approval.
- D. Runoff rates for proposed activities and development shall:
 - 1) Apply land cover conditions based on the last ten (10) years of how the property was used for existing conditions in pre-development runoff calculations.
 - 2) Post-Development runoff rates shall be less than or equal to Pre-Development twenty-four (24) hour runoff rates for 2-year, 10-year and 100-year design storms, unless otherwise permitted by the City Engineer.
 - 3) Atlas 14 precipitation data shall be utilized for Pre and Post development runoff computations, or as approved by the City Engineer.

8. Stormwater Collection and Conveyance System

- A. The minimum storm sewer pipe is twelve (12) inches.
- B. Storm sewers shall be designed to convey the 10-year design storm.
- C. A safe overflow elevation shall be provided for the 100-year design storm. Finish floor elevation or the grade adjacent to the structure shall be at least one (1) foot above any overflow elevation, and at least two (2) feet above any pond 100 year water surface elevation, whichever is greater and minimum of one (1) foot above the FEMA 100 year flood elevation.

- D. Drainage channels shall be designed to convey the 25-year design storm within the graded portion of the channel and the 100-year design storm shall be contained within the drainage easement.
- E. Storm sewers, drainage channels, natural drainageways or other conveyance facilities shall be sized to accommodate the potential runoff from its entire developed upstream drainage area.
- F. Permitted gutter flow width shall be determined based on the required roadway in conjunction with providing a twelve (12) foot unobstructed travel lane for emergency vehicles.

9. Maximum Impervious Area and Maximum Disturbed Area

- A. The percentage of lot area covered by impervious surface shall comply with the following table:

10 – 15% slope	32% lot area impervious coverage
16 – 20% slope	25% lot area impervious coverage
21 – 25% slope	18% lot area impervious coverage
26 – 30% slope	10% lot area impervious coverage
31 – 35% slope	5% lot area impervious coverage

An exception may be made to these coverage limits where it is shown that the runoff rate from the lot is controlled in a manner which mitigates the effect of covering the lot with impervious surface, or where individual lot runoff is controlled at the subdivision level and no damage is likely to be incurred by adjacent properties. In no case shall lot coverage by buildings exceed that limit set forth in other parts of the City Code. Slopes exceeding thirty-five (35) percent shall be excluded from lot area computations.

- B. Maximum Disturbed Area. No more than three (3) times the allowable impervious area may be disturbed in areas where average slopes exceed ten (10) percent.

10. Post Construction Stormwater Management

- A. The applicant shall install, construct, or pay the City fees for all permanent storm water management facilities necessary to manage increased runoff from the site.
- B. A Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to the City for review and approval prior to start of construction activity for any project that involves clearing, grading and/or excavation that disturbs one (1) or more acres OR clearing, grading and/or excavation that disturbs less than one (1) acre but is part of a larger common plan of development which disturbs one (1) or more acres.
- C. The design and construction of structural storm water BMP's shall be in accordance with the Minnesota Stormwater Manual and the current MPCA National Pollution Discharge Elimination System (NPDES)/State Disposal System (SDS) Construction Stormwater (CSW) Permit.

- D. The developer and or contractor shall be responsible for compliance with all aspects of the project's NPDES permit. The applicant shall treat the water quality volume on any project where the sum of the new impervious surfaces and the fully reconstructed impervious surfaces equals one (1) or more acres.
- E. For construction activities (excluding linear projects), the water quality volume shall be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surfaces.
- F. For linear projects, the water quality volume shall be calculated as the larger of one (1) inch times the new impervious surfaces or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surfaces. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easements, or property to treat the required water quality volume shall be made during the planning process. Volume reduction practices shall be considered first as noted in F. below. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements or property cannot be obtained, the developer shall maximize the treatment of the water quality volume prior to discharge from the MS4.
- G. Volume reduction practices (e.g. infiltration or other) to retain the water quality volume on-site shall be considered first when designing the permanent stormwater treatment system. Wet sediment basins and filtration systems are not considered to be volume reduction BMP's. Part H below identifies areas where infiltration is prohibited. Other volume reduction practices, wet sediment basins, or filtration basins may be considered in those areas.
- H. Infiltration systems shall be prohibited when the system would be constructed in the following areas:
- 1) That receive discharges from vehicle fueling and maintenance areas, regardless of the amount of new and fully reconstructed impervious surface.
 - 2) Where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater. To make this determination, the owners and/or operators of construction activity must complete the Agency's site screening assessment checklist, which is available in the Minnesota Stormwater Manual, or conduct their own assessment. The assessment must be retained with the site plans.
 - 3) Where soil infiltration rates are greater than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour.
 - 4) With less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock.
 - 5) Of predominately Hydrologic Soil Group D (clay) soils.
 - 6) In an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, Subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health.

- 7) In an ERA within a DWSMA classified as moderate vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater.
 - 8) Outside of an ERA within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater.
 - 9) Within 1,000 feet up-gradient or 100 feet down gradient of active karst features.
 - 10) That receive stormwater runoff from these types of entities regulated under NPDES for industrial stormwater: automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities.
- I. For non-linear projects, where the water quality volume cannot be cost effectively treated on the site of the original construction activity, the applicant shall identify, locations where off-site treatment projects can be completed. If the entire water quality volume is not addressed on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment and, at a minimum, ensure the requirements of items I. through L. below are met.
 - J. All off-site treatment project areas must be selected in the following order of preference:
 - 1) Locations that yield benefits to the same receiving water that receives runoff from the original construction activity.
 - 2) Locations within the same Department of Natural Resource (DNR) catchment area as the original construction activity.
 - 3) Locations in the next adjacent DNR catchment area up-stream.
 - 4) Locations anywhere within the city's jurisdiction.
 - K. Off-site treatment projects shall involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs already required by the City's MS4 Permit cannot be used to meet this requirement.
 - L. Off-site treatment projects must be completed no later than twenty-four (24) months after the start of the original construction activity. If the applicant determines more time is needed to complete the treatment project, the applicant must provide the reason(s) and schedule(s) for completing the project to the city.
 - M. If the city receives payment from the applicant of a construction activity for off-site treatment, the payment shall be applied to a public stormwater project that must comply with the requirements in items H. and J. above.
 - N. Infiltration BMP's shall be fenced prior to the start of any earthmoving activities.
 - O. Accelerated channel erosion must not occur as a result of the proposed land disturbing or development activity. An applicant may also make an in-kind or a monetary contribution to the development and maintenance of community storm water management facilities

designed to serve multiple land disturbing and development activities undertaken by one (1) or more persons, including the applicant.

- 1) All calculations and information utilized in determining these peak storm discharge rates shall be included in the stormwater report.

11. Erosion and Sedimentation Control

- A. All development shall conform to the natural limitations presented by the topography and soil in order to create the best potential for preventing soil erosion.
- B. Erosion and sedimentation control best management practices shall be installed prior to the start of any earthmoving activities.
- C. Erosion and sedimentation control BMP's shall be implemented and installed in accordance with the following:
 - 1) The current version of the MnDOT Erosion Control Handbook.
 - 2) The current version of the Minnesota Stormwater Manual
- D. Construction sequencing shall be implemented when practical so as to minimize the amount of exposed soil at any one given time.
- E. For soil stockpiles greater than ten (10) cubic yards, the toe of the pile shall be more than twenty-five (25) feet from a road, drainage channel or storm water inlet. If such stockpiles will be left for more than seven (7) days, they must be stabilized with mulch, vegetation, tarps, or other means and have perimeter control silt fence installed. If left for less than seven (7) days, erosion from stockpiles shall be controlled with a silt fence perimeter.
 - 1) If for any reason a soil or non-soil stockpile of any size is located closer than twenty-five (25) feet from a road, drainage channel or storm water inlet, and will be left for more than seven (7) days, it shall be covered with tarps or stabilized in some other manner.
 - 2) A perimeter silt fence shall be installed around all non-soil (clean sand, gravel, concrete or bituminous) stockpiles.
- F. All sand, gravel or other mining operations taking place on the development site shall apply for all appropriate permits from the Minnesota Pollution Control Agency and the Minnesota Department of Natural Resources.
- G. Construction dumpsters shall not be located on any surface other than the street or driveways.
- H. In addition to tracking BMPs, streets shall be cleaned and swept within twenty-four (24) hours whenever tracking of sediments occurs and before the site is left idle for weekends and holidays. A regular sweeping schedule shall be established. Each violation of this requirement may result in the issuance of ticket by City police.
- I. Water (impacted by the construction activity) removed from the site by pumping shall be treated to remove eighty (80) percent of suspended solids temporary sedimentation basins, geotextile filters, grit chambers, sand filters, up-flow chambers, hydro-cyclones, swirl concentrators or other appropriate controls prior to discharging. Such water shall not be

discharged in a manner that causes erosion or flooding of the site, receiving channels, adjacent property or a wetland. Water quality standards may be more stringent so that storm water shall be discharged into the waters of the state in such quantity or in such manner alone or in combination with other substances as to cause pollution as defined by law.

- J. All storm drain inlets shall be protected during construction with inlet protection or an equivalent barrier that meets accepted design criteria, standards and specifications as contained in the current MnDOT Erosion Control Handbook and the current Minnesota Stormwater Manual.
- K. Slopes exceeding thirty-five (35) percent and land within twenty (20) feet of slopes exceeding thirty-five (35) percent shall be left in a natural and undisturbed state.
- L. All newly constructed and reconstructed buildings must route roof drain leaders to pervious areas (not natural wetlands) where the runoff can infiltrate. The discharge rate shall be controlled so that no erosion occurs in the pervious areas.
- M. The removal of one (1) or more acres of topsoil from the project site shall be prohibited, unless written permission is given by the City Engineer. Excessive removal of topsoil from the project site can cause significant soil erosion and sedimentation problems.

12. Grading Plans

- A. Post construction stormwater BMP's, erosion and sedimentation control BMP's, the area to be retained in the natural and undisturbed state and the location of buffer areas shall be depicted on the grading plan, and identified on the project site with flags, stakes, etc. prior to the commencement of earthmoving activities. No land shall be disturbed or permits issued until these slope stakes are accepted in writing by the City of La Crescent. Slope stakes shall remain in place until all disturbed areas on the lot or plat have been permanently stabilized.
- B. Grading plans shall contain the following information:

Information	Multi-Lot Development	Single Lot Development
1. Name and address of applicant	Yes	Yes
2. Location of Project	Yes	Yes
3. Final Plan signed by registered professional.	Yes	No
4. Plan drawn at 1 inch = 40 feet or larger scale with a north arrow shown.	Yes	Yes
5. Property limits are shown, and all streets are labeled.	Yes	Yes
6. Existing and proposed contours shown at two-foot intervals.	Yes	Yes
7. Lot and block information shown if property is platted; street address shown if not platted.	Yes	No
8. Area and dimensions of all lots.	Yes	Yes
9. Existing public and private utilities.	Yes	Yes
10. Drainage arrows indicating direction of surface drainage.	Yes	Yes

11. Areas of each lot that exceed 10% and 35% slope identifying land to be left in the natural undisturbed state.	Yes	Yes
12. Slope stakes at the 20-foot offset to the 35% slope identifying land to be left in the natural undisturbed state.	Yes	Yes
13. Proposed structures by type, building pads, paves areas, and utilities; all landscaping, walls, cribbing, rip rap, dams, terraces, or other structures needed for slope protection and runoff control.	Yes	Yes 1
14. Location and design of temporary and permanent sedimentation ponds.	Yes	No
15. Location of proposed erosion and sedimentation control BMP's	Yes	Yes
16. Location of proposed post construction stormwater BMP's	Yes	No
17. Amount of impervious surface and total disturbed area on each lot.	Yes	No
18. Proposed elevation of the top of foundation of the principal structures on all lots.	Yes	Yes
19. All proposed lot corner elevations	Yes	Yes
20. Location of all wetlands	Yes	No
21. Location, size and type of trees to be removed and new trees to be planted.	Yes	Yes 2
22. Percent of slope shown for streets and drainage swales.	Yes	Yes 3

1. Proposed structures, paved area, walls, and terraces only
2. Location, size and type of trees to be removed only
3. Percent of slope of drainage swales only

13. Inspections and Maintenance

- A. The contractor shall perform site inspections of post construction stormwater BMP's and erosion and sediment control BMP's and retain project records as outlined in this Ordinance and the current MPCA National Pollution Discharge Elimination System (NPDES)/State Disposal System (SDS) Construction Stormwater (CSW) Permit.
- B. The City of La Crescent shall perform site inspections of post-construction stormwater BMP's and erosion and sedimentation control BMP's to ensure compliance with this Ordinance and the current MPCA Small Municipal Separate Storm Sewer Systems General Permit (MS4).
- C. Any noted deficiencies shall be immediately addressed by the developer.
- D. All storm water pollution control management facilities must be designed to minimize the need of maintenance, to provide easy vehicle (typically eight (8) feet or wider) and personnel access for maintenance purposes and be structurally sound. These facilities must have a

plan of operation and maintenance that ensures continued effective removal of the pollutants carried in storm water runoff.

- E. The City or its designated representative shall inspect all storm water management facilities during construction, during the first year thereafter. The City will keep all inspection records on file for a period of five (5) years.
- F. It shall be the responsibility of the applicant to obtain any necessary easements other property interests to allow access to the storm water management facilities for inspection and maintenance purposes.
- G. City Inspections shall include the following:
 - 1) Annual inspection of all structural pollution control devices, such as trap manholes, grit chambers, sumps, floatable skimmers and traps, separators, other small settling or filtering devices, all exposed stockpiles, and storage material handling areas.
 - 2) Twenty (20) percent of the MS4 Outfalls, sediment basins and ponds each year on a rotating basis, during the effective period of the permit.
 - 3) Based on inspection, determine if repair, replacement or maintenance measures are necessary for proper operation and to prevent environment impacts such as erosion.
 - 4) Record keeping of inspection results, including as appropriate the date, antecedent weather conditions, sediment storage and capacity remaining, and any maintenance performed or recommended. If patterns of maintenance become apparent, the frequency of inspections shall be adjusted.
 - 5) Annual report summarizing the results of all inspections.
- H. Follow up inspections shall be performed by the City on a regular basis to ensure that erosion and sediment control measures are properly installed and maintained. In all cases, the inspectors will attempt to work with the applicant and/or builder to maintain proper erosion and sediment control at all sites.
 - 1) In cases where cooperation is withheld, construction stop orders may be issued by the City, until all erosion and sediment control BMP's are in compliance. A second erosion and sediment control/grading inspection must then be scheduled and passed before the final inspection will be done.

14. Maintenance Agreement.

- A. A maintenance agreement shall be required for post construction stormwater management BMP's and erosion and sediment control BMP's between the City of La Crescent and the responsible party. The agreement shall provide for maintenance of approved post construction stormwater management BMP's and erosion and sedimentation control BMP's during construction and in perpetuity. The maintenance agreement shall be filed with the County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the post construction stormwater management BMP's and erosion and sedimentation control BMP's.

- B. The maintenance agreement shall contain the following information and provisions and be consistent with the approved plans including but not limited to the SWPPP and the grading plan:
- 1) Identification of the post construction stormwater management BMP's and erosion and sediment control BMP's and designation of the drainage area served by the facilities.
 - 2) A schedule for regular maintenance for the post construction stormwater management BMP's and erosion and sediment control BMP's consistent with the approved plans including but not limited to the SWPPP and the grading plan.
 - 3) Identification of the responsible party(s), organization or city, county, or town responsible for long term maintenance of the post construction stormwater management BMP's and erosion and sediment control BMP's identified in the approved plans including but not limited to the SWPPP and the grading plan.
 - 4) Requirement that the responsible party(s), organization, or city, county, or town shall review post construction stormwater management BMP's and erosion and sediment control BMP's in accordance with the schedule included in Section 12.185.14.B.2 of this Ordinance.
 - 5) Authorization for the City of La Crescent to access the property to conduct inspections of post construction stormwater management BMP's and erosion and sediment control BMP's as necessary to ascertain that the BMP's are being maintained and operated in accordance with the agreement.
 - 6) The City of La Crescent shall maintain public records of the results of the site inspections, inform the responsible party of required maintenance activities, and to specifically indicate any corrective actions required to bring the post construction stormwater management BMP's and erosion and sediment control BMP's into proper working condition.
 - 7) Agreement that the party designated under Section 12.185.14.B.3 of this Ordinance, as responsible for long term maintenance of the post construction stormwater management BMP's and erosion and sediment control BMP's shall be notified by the City of La Crescent of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City of La Crescent.
 - 8) Authorization of the City of La Crescent to perform the corrected actions identified in the inspection report if the responsible party designated under Section 12.185.14.B.3 of this Ordinance does not make the required corrections in the specified time period. The City of La Crescent shall enter the amount due on the tax rolls and collect the money as a special assessment against the property pursuant to Minnesota State Statutes.
 - 9) Authorization of the City of La Crescent to protect/preserve structural stormwater BMPs. If structural stormwater BMPs change, causing decrease effectiveness, new, repaired, or improved structural stormwater BMPs must be implemented to provide equivalent treatment to the original BMP.
 - 10) There may be a statement obligating the developer to grant a deed for the pond outlot(s) to the City after final stabilization of the site has been approved by the City in the development agreement.

15. Financial Security.

A. Amount of Financial Security.

- 1) Multi-Lot Developers. The applicant shall provide a financial security for the performance of the work described and delineated on the approved SWPPP and grading plans and any post construction stormwater management BMP's, erosion and sediment control BMP's and grading plan related remedial work at a rate of three thousand dollars (\$3,000) per acre for the maximum acreage of soil that will be simultaneously exposed to erosion during the project's construction. (See the definitions of "exposed soil area" and "final stabilization" for clarification.) This security must be available prior to commencing the project.
- 2) Single Lot Builders. Where individual lots are sold to a builder that is different from the developer, additional financial security for the performance of the work described and delineated on the approved grading plan for the lot(s) in question must be submitted by the builder. The amount of the financial security shall be determined as follows:

Over 1 acre	\$3,000
From $\frac{3}{4}$ to 1 acre	\$2,000
From $\frac{1}{2}$ to $\frac{3}{4}$ acre	\$1,500
From $\frac{1}{4}$ to $\frac{1}{2}$ acre	\$1,000
From $\frac{1}{8}$ to $\frac{1}{4}$ acre	\$750
Less than $\frac{1}{8}$ acre	\$500

This deposit will be for the maximum area that will be simultaneously exposed to erosion during the construction on the lot in question. (See the definitions of "exposed soil area" and "final stabilization" for clarification.) This security must be available prior to commencing the project.

- 3) The City may request a greater financial security, if the City considers that the development site is especially prone to erosion, or the resource to be protected is especially valuable.
 - 4) If more soil is simultaneously exposed to erosion than originally planned, the amount of the security shall increase in relation to this additional exposure.
- B. Form of Financial Security. The form of the security must be money, certified bank check, an irrevocable letter of credit, negotiable bonds of the kind approved for securing deposits of public money or other instruments of credit from one (1) or more financial institutions, subject to regulation by the State and Federal government where said financial institution pledges that the funds are on deposit and guaranteed for payment. This security shall save the City free and harmless from all suits or claims for damages resulting from the negligent grading, removal, placement of storage of rock, sand, gravel, soil, or other like material within the City. The type of security must be of a type acceptable to the City.
- C. Maintaining the Financial Security. If at any time during the course of the work, this amount falls below fifty (5) percent of the required deposit, the applicant shall make another deposit in the amount necessary to restore the deposit to the required amount within ten (1) days. Otherwise, the City may:

- 1) Withhold the scheduling of inspections and/or the issuance of a Certificate of Occupancy.

- 2) Revoke any permit issued by the City to the applicant for the site in question.
- D. Proportional Reduction of the Financial Security. On projects where the initial required financial security exceeds ten thousand dollars (\$10,000), the City can reduce the total required amount of the financial security by one-third (1/3), when more than one-third (1/3) of the applicant's maximum exposed soil area achieves final stabilization, if recommended in writing by the City Engineer. When more than two-thirds (2/3) of the applicant's maximum exposed soil area achieves final stabilization, the City can reduce the total required amount of the financial security to two-thirds (2/3) of the initial amount, if recommended in writing by the City Engineer.
- E. Action Against the Financial Security. The City may act against the financial security, if any of the conditions listed below exist. The City shall use funds from this security to finance any corrective or remedial work undertaken by the City or a contractor under contract to the City and to reimburse the City for all direct cost incurred in the process of remedial work including, but not limited to, staff time and attorney's fees.
- 1) The applicant ceases land disturbing activities and/or filling and abandons the work site prior to completion of the City approved grading plan.
 - 2) The applicant fails to conform to any City approved grading plan and/or the storm water pollution control plan as approved by the City, or related supplementary instructions.
 - 3) The techniques utilized under the storm water pollution control plan fail within one (1) year of installation.
 - 4) The applicant fails to reimburse the City for corrective action taken under Section 15.
 - 5) Emergency action under Sections 14 and 15.
- F. Emergency Action. If circumstances exist such that non-compliance with this Ordinance poses an immediate danger to the public health, safety and welfare, as determined by the City Engineer, the City may take emergency preventative action. The City shall also take every reasonable action possible to contact and direct the applicant to take any necessary action. Any cost to the City may be recovered from the applicant's financial security.
- G. Returning the Financial Security. Any unspent amount of the financial security deposited with the City for faithful performance of the storm water pollution control plan and any storm water pollution control plan related remedial work must be released not more than one (1) full year after the completion of the installation of all such measures, the establishment of final stabilization, and the issuance of a Certificate of Occupancy.

16. Enforcement.

- A. Notification by the City. The City shall notify the party or parties listed on the application and/or the SWPPP and grading plan as contacts when there is a violation of the provisions of this Ordinance or when there is a failure of the storm water pollution and erosion control measures. Except during an emergency action under Section 15.F. twenty-four (24) hours after notification by the City or forty-eight (48) hours after the failure of erosion and sedimentation control BMP, which is less, the City at its discretion, may begin corrective work. Such notification should be in writing, but if it is verbal, a written notification should follow as

quickly as practical. If after making a good faith effort to notify the responsible party or parties, the City has been unable to establish contact, the City may proceed with the corrective work.

- 1) There are conditions when time is of the essence in controlling erosion. During such a condition, the City may take immediate action, and then notify the applicant as soon as possible.
- B. Erosion Off Site. If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right-of-entry from the adjoining property owner, and implement the cleanup and restoration plan within twenty-four (24) hours. If in the discretion of the City, the applicant does not repair the damage caused by the erosion, the City may do the remedial work required and charge the cost to the applicant.
- C. Erosion into Streets, Wetlands or Water Bodies. If eroded soils (including tracked soils from construction activities) enter or appear likely to enter streets, wetlands, or other water bodies, prevention strategies, clean up and repair must be immediate. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup operations.
- D. Failure to Do Corrective Work. When an applicant fails to conform to any provision of this Section 16 within the time stipulated, the City may take the following actions.
- 1) Withhold the issuance of building permits, scheduling of inspections and/or the issuance of a Certificate of Occupancy.
 - 2) Suspend or revoke any permit issues by the City to the applicant for the site in question.
 - 3) Direct the correction of the deficiency by City forces or by a separate contract. The issuance of a permit for land disturbance activity constitutes a right-of-entry for the City or its contractor to enter upon the construction site for the purpose of correcting erosion control deficiencies.
 - 4) All costs incurred by the City in correcting storm water pollution control deficiencies must be reimbursed by the applicant. If payment is not made within thirty (30) days after costs are incurred by the City, payment will be made from the applicant's financial securities as described in Section 14.
 - 5) If there is an insufficient financial amount in the applicant's financial securities as described in Section 14, to cover the costs incurred by the City, then the City may assess the remaining amount against the property. As a condition of the permit for land disturbance activities, the owner shall waive notice of any assessment hearing to be conducted by the City, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of Minnesota Statute 429.081 to challenge the amount or validity of the assessment.
 - 6) Any person, firm, or corporation failing to comply with or violating any of these regulations, shall be deemed guilty of a misdemeanor and be subject to a fine or imprisonment or both. Each day that a separate violation exists shall constitute a separate offense.

17. Variance.

- A. In any case where, upon application of the responsible person or persons, the City finds that by reason of exception circumstances, strict conformity with this Ordinance would be

unreasonable, impractical, or not feasible under the circumstances; the City in its discretion may grant a variance in accordance with the criteria and procedures found in Section 12.08 of this Chapter. The variance must be specific and must not affect other approved provisions of the approved plans including but not limited to the SWPPP and grading plan.

B. The following must be shown by the applicant:

- 1) Variance request shall be in writing and include the reason for requesting the variance.
- 2) Economic hardship is not sufficient reason for granting a variance and,
- 3) The City shall respond to the variance request in writing and include justification for granting or denying the request.

18. Right-of-Entry and Inspection.

A. Powers. The applicant shall promptly allow the City and their authorized representatives, upon presentation of credential, to:

- 1) Enter upon the permitted site for the purpose of obtaining information, examination of records, conducting investigations, inspections or surveys.
- 2) Bring such equipment upon the permitted site as is necessary to conduct such surveys and investigations.
- 3) Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of this permitted site.
- 4) Inspect the post construction stormwater management BMP's and erosion and sediment control BMP's.
- 5) Sample and monitor any items or activities pertaining to the post construction stormwater management BMP's and erosion and sediment control BMP's .
- 6) Any temporary or permanent obstruction to the safe and easy access of such an inspection shall be promptly removed upon the inspector's request. The cost of providing such access shall be borne by the applicant.

19. Abrogation and Greater Restrictions.

A. It is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

20. Severability.

A. The provisions of this Ordinance are severable, and if any provisions of this Ordinance, or application of any provision of this Ordinance to any circumstance, if held invalid, the applicant of such provision to other circumstances, and the remainder of this Ordinance must not be affected thereby.

SECTION III. Ordinance No. 452, an Ordinance restating, supplementing and amending the storm water and erosion control ordinance and amending the City of La Crescent Code dated February 9, 2009 is hereby

repealed upon this Ordinance becoming effective. These provisions shall become effective from and after due passage and enactment and publication, according to law.

ADOPTED this 24th day of May, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

The foregoing motion was duly seconded by Member Hutchinson and upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The ordinance was declared duly passed and adopted.

City Attorney Wieser then reviewed with Council the Summary Ordinance for publication. The Council made the following findings of facts: that publication of the summary informs the public of the intent and effect of the Ordinance.

Member Williams then made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 551 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR

Upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.6 – 2021 STREET PROJECT – PLANS/SPECIFICATIONS

City Engineer Tim Hruska reviewed with City Council the plans and specifications for the 2021 street reconstruction project. The project includes the reconstruction of Spruce Drive between South 7th and South 11th Street, and Balsam Avenue. It was recommended to City Council to approve the plans and specifications, and authorize to advertise for bids. The bid results will be presented at a future City Council meeting. Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE PLANS AND SPECIFICATIONS FOR THE 2021 STREET RECONSTRUCTION PROJECT, AND AUTHORIZE TO ADVERTISE FOR BIDS, INCLUDING CEDAR DRIVE.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.7 – HAZARDOUS BUILDING UPDATE

City Attorney Wieser reviewed with City Council a Court Order enforcing the June 8, 2020 Resolution declaring that the building located at 226 3rd Street North in La Crescent is a hazardous building. The Court Order permits the City to raze and remove the building. The next step in the process will be for the City to obtain quotes for the removal of that building which would come before the City Council at a future meeting. The City will then assess the cost of the removal, including court costs and attorney fees, back on to the property to be repaid through a special assessment on the real estate taxes.. This item is informational only, and no action was taken.

ITEM 3.8 CONTRACT FOR DEED – LANCER YOUTH HOCKEY

City Attorney Wieser reviewed with City Council that in December of 2019, the City Council approved the purchase of a parcel of property adjacent to Abnet Field and the Community Ice Arena. City Council reviewed a map of the parcel of property. The purchase price was \$150,000.00 and was to be split equally between Lancer Youth Hockey and the City. However, before the City was able to finalize the agreement with Lancer Youth Hockey, the current health pandemic occurred, and the agreement was delayed due to Covid-19. It was recommended to City Council to approve a Contract for Deed with Lancer Youth Hockey that would include a down payment of \$40,000.00, with the remaining balance to be split equally over three years at 0% interest. The City would sell the north-half of the property to Lancer Youth Hockey and the City would retain ownership of the south one-half of the property. The agreement would also include language about uses of the property, as well as a provision regarding the re-sale of the property. The City

Attorney would then finalize the agreement. City Council also made a finding that the proposed sale would be consistent with the intent of the original purchase. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE FINAL EARNEST MONEY CONTRACT OF SALE AND CONTRACT FOR DEED WITH LANCER YOUTH HOCKEY FOR \$75,000.00 FOR THE PURCHASE OF THE NORTH-HALF OF THE PARCEL OF PROPERTY ADJACENT TO ABNET FIELD AND THE COMMUNITY ICE ARENA, TO AUTHORIZE THE CITY MAYOR AND CITY ADMINISTRATOR TO SIGN THE DOCUMENTS, AND TO ADOPT THE FINDING STATED ABOVE.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.9 – AGENDA REQUEST – OUTDOOR MOVIE NIGHT

City Council reviewed an Agenda Request from La Cresent-Hokah Community Education regarding the use of the Michael E. Albrecht Water Treatment Plant building wall at Vetsch Park to project an outdoor movie. The movie would be shown on Friday, July 30, 2021 (rain date of August 6) beginning at 8:30 p.m. Beth Theede from Community Education addressed City Council. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE AGENDA REQUEST FROM LA CRESENT-HOKAH COMMUNITY EDUCATION TO USE THE MICHAEL E. ALBRECHT WATER TREATMENT PLANT BUILDING WALL AT VETSCH PARK TO PROJECT AN OUTDOOR MOVIE ON JULY 30, 2021 BEGINNING AT 8:30 P.M.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.10 – PERSONNEL COMMITTEE RECOMMENDATIONS

City Administrator Waller reviewed with City Council the following recommendations from the Personnel Committee:

1. The Personnel Committee is recommending that the City Council appoint Cassandra Buehler to the position of Deputy Fire Marshal. City Council reviewed a memo from the Fire Chief regarding this recommendation.
2. The Personnel Committee is recommending that the City Council appoint Jay Meier to the position of Training Officer. City Council reviewed a memo from the Fire Chief regarding this recommendation.
3. The Personnel Committee is recommending that the position of Training Officer be posted, and that a recommendation be presented to the City Council in the future regarding filling this vacancy. City Council reviewed a memo from the Fire Chief regarding this recommendation.
4. The Personnel Committee is recommending that the City Council accept Alivia Beach's resignation as a Lead Worker at Pine Creek Golf Course.
5. The Personnel Committee is recommending that the City Council authorize that the position of Lead Worker at Pine Creek Golf Course be advertised, and that a hiring recommendation be presented at a future City Council meeting.

Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO APPOINT CASSANDRA BUEHLER TO THE POSITION OF DEPUTY FIRE MARSHAL FOR THE LA CRESCENT FIRE DEPARTMENT.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

Following discussion, Member Williams made a motion, seconded by Member Hutchinson, as follows:

MOTION TO APPOINT JAY MEIER TO THE POSITION OF TRAINING OFFICER FOR THE LA CRESCENT FIRE DEPARTMENT.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

Following discussion, Member Hutchinson made a motion, seconded by Member Williams, as follows:

MOTION TO AUTHORIZE THAT THE POSITION OF TRAINING OFFICER FOR THE LA CRESCENT FIRE DEPARTMENT BE POSTED, AND THAT A RECOMMENDATION BE PRESENTED TO THE CITY COUNCIL IN THE FUTURE REGARDING FILLING THIS VACANCY.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO ACCEPT THE RESIGNATION OF ALIVIA BEACH AS A LEAD WORKER AT PINE CREEK GOLF COURSE.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

Following discussion, Member Hutchinson made a motion, seconded by Member Williams, as follows:

MOTION TO AUTHORIZE THAT THE POSITION OF LEAD WORKER AT PINE CREEK GOLF COURSE BE ADVERTISED, AND THAT A HIRING RECOMMENDATION BE PRESENTED AT A FUTURE CITY COUNCIL MEETING.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

Mike Poellinger

Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.11 – REVIEW EMERGENCY EXECUTIVE ORDER 21-23

City Administrator Waller reviewed with City Council the Emergency Executive Order 21-23 that lifts face-covering requirements in most settings. City Council also reviewed a memo from the League of Minnesota Cities about mask policies, and information about vaccination rates in Houston County. City Council discussed the following: whether face coverings would be required at public meetings; whether face coverings would be required by the public to enter City Hall to transact business; whether face coverings would be required of City employees, excluding public safety, that are in direct contact with the public, realizing that not all City employees have or will get vaccinated. Following discussion, Member Williams made a motion, seconded by Member Hutchinson, as follows:

MOTION TO APPROVE THAT FACE COVERINGS AT PUBLIC MEETINGS WILL NOT BE REQUIRED BUT ENCOURAGE FACE COVERINGS IF NOT VACCINATED.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

It was the consensus of City Council that face coverings would not be required of the public to enter City Hall but strongly encourage face coverings if not vaccinated and that City Employees are strongly encouraged to wear face coverings if not vaccinated.

ITEM 5.1 – MAYOR'S COMMENTS - STUDENT LETTERS

City Council reviewed letters to Mayor Poellinger from students regarding litter in the City and the number of chickens allowed in the City. A response will be provided to the students.

ITEM 6.1 – STAFF CORRESPONDENCE/COMMITTEE UPDATES – PARK AND RECREATION COMMISSION MINUTES – MAY 18, 2021

City Council reviewed the Minutes from the May 18, 2021 La Crescent Park and Recreation Commission meeting. No action taken.

ITEM 6.2 – STAFF CORRESPONDENCE/COMMITTEE UPDATES – RECOGNITION AS 5TH SAFEST CITY IN MINNESOTA

City Council reviewed a Memo from La Crescent Police Chief Doug Stavenau dated May 12, 2021 regarding Safewise ranking the City of La Crescent as the 5th Safest City in the State of Minnesota. No action taken.

ITEM 6.3 – EXPLORE LA CROSSE

City Council reviewed the Minutes from the March 16, 2021 and April 20, 2021 La Crosse County Convention & Visitors Bureau Online Board Meeting. No action taken.

ITEM 8 – CHAMBER OF COMMERCE

Beth Theede of the La Crescent Chamber of Commerce reported that Executive Director Eileen Krenz would be retiring at the end of June and that the Chamber is in the process of filling the vacancy.

There being no further business to come before the Council at this time, Member Williams made a motion, seconded by Member O'Donnell-Ebner, to adjourn the meeting. Upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 7:00 PM.

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

1.2

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
JUNE 14, 2021

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of June was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, June 14, 2021.

Pursuant to Minn. Stat. § 13D.021 and due to the COVID-19 pandemic, members of the City Council and City Staff were given the option to attend the meeting by telephone or Zoom. Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present was City Administrator Bill Waller, City Engineer Tim Hruska, and City Administrative Assistant Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented. There were no changes requested.

ITEM 1 – CONSENT AGENDA

At this time, the Mayor read the following items to be considered as part of the Consent Agenda for this regular meeting:

- 1.1 MINUTES – MAY 24, 2021
- 1.2 BILLS PAYABLE THROUGH JUNE 10, 2021

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. It was recommended to remove Item 1.1, the Minutes from the May 24, 2021 City Council Meeting and have them presented at the June 28, 2021 City Council Meeting. Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

A MOTION TO APPROVE ITEM 1.2 – BILLS PAYABLE THROUGH JUNE 10, 2021, AND TO REMOVE ITEM 1.1 – MINUTES - MAY 24, 2021 AND HAVE THE MINUTES PRESENTED AT THE JUNE 28, 2021 CITY COUNCIL MEETING.

Upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

Member Dale Williams abstained from voting, and none voted against the same. The motion was declared duly carried by a 4-0 vote.

ITEM 3.1 – REVIEW WILDWOOD STORMWATER PROJECT

City Engineer Hruska reviewed with City Council that on June 2, 2021, he and City Administrator Waller, along with City Council Members Dale Williams and Cherryl Jostad, met with the property owners in the Wildwood development that would be served by the stormwater improvement project. City Engineer Hruska reviewed the project with those in attendance, and proposed a cost-split for the project where the City would pay one-half of the project costs, and the impacted property owners would pay the other one-half of the project cost. Both of the property owners have indicated a willingness to pay \$2,500.00 each towards the project. City Council reviewed a correspondence from one of the property owners, along with the plat and grading plan for the development. City Council also reviewed an Agenda Request from Jerry Steffes to address the Council regarding the Wildwood stormwater project. Member Jostad made a request for a development agreement related to the project. It was recommended to City Council to have this tabled and continued to the next City Council Meeting. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO HAVE THIS ITEM CARRIED OVER TO THE NEXT CITY COUNCIL MEETING ON JUNE 28, 2021.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.2 – REVIEW HIGH SCHOOL DITCH STORMWATER PROJECT

City Engineer Hruska reviewed with City Council that the City Staff has received notifications from local residents that the Redwood drainage ditch, south of South 11th Street, has been experiencing bank erosion. City Staff has reviewed the site with the adjacent property owners to the east. The school owns the property and is adjacent on the west side. It appears that the City does have a drainage easement for the area. The City Engineer met with local contractors today to review a short-term solution and obtain quotes for a project. The City will also be reviewing the area for a potential long-term solution. It was the consensus of City Council to have the City Engineer obtain quotes on a short-term project and to have him put together a scope for a long-term project. No action taken.

ITEM 3.3 – REVIEW 2022 STREET IMPROVEMENT PROJECT

City Engineer Hruska reviewed with City Council the construction cost estimates for streets that are tentatively being planned for in the 2022 street improvement project. Funding for the project may include a combination of Municipal State Aid funds along with street reconstruction bonds issued under the authority of the City's 5-year Street Reconstruction Plan. This item was informational, and no action was taken.

ITEM 3.4 – REVIEW WALNUT STREET IMPROVEMENT PROJECT

City Engineer Hruska reviewed with City Council that the City's Local Road Improvement Project application that was submitted to MnDOT for the Walnut Street Improvement project was not approved for funding. City Engineer Hruska discussed with City Council cost saving options and alternatives that the City Council may want to consider. It was originally planned to have an on-site meeting at the June 28th City Council meeting. It was recommended to City Council that the on-site meeting be held at a July City Council meeting. This item was informational, and no action was taken.

ITEM 3.5 – RESOLUTIONS – AGREEMENTS FOR MONITORING

City Engineer Hruska reviewed with City Council two Resolutions approving the archaeological monitoring requirements related to the construction of the bicycle/pedestrian bridge. City Engineer Hruska also provided an update on the project.

Following review and discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 06-21-19

AGREEMENT FOR ARCHAEOLOGICAL MONITORING WAGON WHEEL TRAIL – PHASE 3, HIGHWAY 61/14 PEDESTRIAN BRIDGE IN LA CRESCENT (SP 236-090-003)

WHEREAS, The City of La Crescent has agreed to act as sponsoring agency for a "Transportation Enhancements" project identified as Wagon Wheel Trail – Phase 3, and

WHEREAS, Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations, and

WHEREAS, the MnDOT Cultural Resources Unit has given notice that archaeological monitoring during project construction will be needed for assessment of impacts and completion of environmental documentation for the proposed project, and

WHEREAS, the proposed budget amount for aforementioned archaeological monitoring is \$50,738.23, and

WHEREAS, the local share of subject budget is 20%.

NOW, THEREFORE, BE IT RESOLVED that the City of La Crescent does hereby agree to provide the local share of the proposed budget for the stated archaeological monitoring, currently estimated at \$10,147.65.

BE IT FURTHER RESOLVED that the Mayor and City Administrator for the City of La Crescent are hereby authorized and directed for and on behalf of the City of La Crescent to execute and enter into an agreement with the Commissioner of Transportation.

ADOPTED this 14th day of June, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member Jostad and upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the resolution duly passed and adopted.

Following review and discussion, Member Jostad introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 06-21-20

**AGREEMENT FOR TRIBAL MONITORING
WAGON WHEEL TRAIL – PHASE 3, HIGHWAY 61/14 PEDESTRIAN BRIDGE
IN LA CRESCENT (SP 236-090-003)**

WHEREAS, The City of La Crescent has agreed to act as sponsoring agency for a "Transportation Enhancements" project identified as Wagon Wheel Trail – Phase 3, and

WHEREAS, Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations, and

WHEREAS, the MnDOT Cultural Resources Unit has given notice that tribal monitoring will be needed during project construction for assessment of impacts and completion of environmental documentation for the proposed project, and

WHEREAS, the proposed budget amount for the aforementioned tribal monitoring is \$26,602.00, and

WHEREAS, the local share of subject budget is 20%.

NOW, THEREFORE, BE IT RESOLVED that the City of La Crescent does hereby agree to provide the local share of the proposed budget for the stated tribal monitoring, currently estimated at \$5,320.40.

BE IT FURTHER RESOLVED that the Mayor and City Administrator for the City of La Crescent are hereby authorized and directed for and on behalf of the City of La Crescent to execute and enter into an agreement with the Commissioner of Transportation.

ADOPTED this 14th day of June, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member Hutchinson and upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the resolution duly passed and adopted.

ITEM 3.6 – INFORMATION TECHNOLOGY MANAGEMENT AGREEMENT

City Administrator Waller reviewed with City Council that the City's 3-year information technology management agreement with Locknet is set to expire in June of 2021. It was recommended to City Council to approve a 3-year extension of the agreement with Locknet in the amount of \$4,100.00 per month. The monthly fee for the previous 3 years was \$3,850.00 per month. The increase is due in part to the addition of new computers along with added safety precautions. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO APPROVE A 3-YEAR EXTENSION OF THE INFORMATION TECHNOLOGY MANAGEMENT AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND LOCKNET IN THE AMOUNT OF \$4,100.00 PER MONTH.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.7 – ON-SALE LIQUOR/WINE LICENSE APPLICATION

City Administrator Waller reviewed with City Council a memo from Chris Fortsch, City Administrative Clerk, regarding applications for an On-Sale Wine License and a 3.2 On-Sale Liquor License from the La Crescent Hotel Group LLC/Best Western Plus. The City Council had voted in favor at the December 14, 2020 council meeting to waive the On-Sale liquor license fees for 2021 due to the impact of COVID-19. Therefore, it was recommended to City Council to waive the fees for 2021 for the La Crescent Hotel Group as well. The applications appear to be in order, and it was recommended to City Council to approve the applications, authorize that they be forwarded to the Minnesota Department of Public Safety, and that the fee be waived.

Following discussion, Member Williams made a motion, seconded by Member Hutchinson, as follows:

MOTION TO APPROVE THE APPLICATIONS FOR AN ON-SALE WINE LICENSE AND A 3.2 ON-SALE LIQUOR LICENSE FOR THE LA CRESCENT HOTEL GROUP LLC/BEST WESTERN PLUS, AUTHORIZE THE APPLICATIONS BE FORWARDED TO THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, AND WAIVE THE ON-SALE LIQUOR LICENSE FEES FOR 2021.

Upon a roll call vote taken and tallied by the City Administrator, all Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.8 – RESOLUTION TO ACCEPT DONATIONS

City Council reviewed a Resolution regarding the acceptance of a donation to the City for the month of May, 2021. Following review and discussion, Member Jostad introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 06-21-21

RESOLUTION ACCEPTING DONATIONS MADE TO THE CITY OF LA CRESCENT IN MAY, 2021

WHEREAS, the following donation was made to the City of La Crescent in the month of May, 2021:

1. Patricia Woodworth wishes to donate \$50.00 to the La Crescent Police Department for National Night Out.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donation stated above.

ADOPTED this 14th day of June, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member O'Donnell-Ebner and upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the resolution duly passed and adopted.

ITEM 3.9 – TRANSFER OF OWNERSHIP – LIQUOR LICENSE

City Council reviewed a memo from City Administrative Clerk, Chris Fortsch, regarding the ownership of the Swing Bridge Pub changing hands effective June 15, 2021. Austin Wieser is selling his interest to Tiffany Kimball & Amy Hill. Ms. Kimball & Ms. Hill have completed the applications required by the State of Minnesota to update the 2021 liquor licenses. The City Council voted in favor at the December 14, 2020 council meeting to waive the on-sale liquor license fees for 2021 due to the impact of COVID-19. Therefore, it was recommended that City Council waive the fees for 2021 for Shorey Acres, LLC, dba Swing Bridge Pub, as well due to the change in ownership. The applications appear to be in order, and it was recommended that the City Council approve the applications so they can be forwarded on to the state.

Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE APPLICATIONS REQUIRED BY THE STATE OF MINNESOTA TO UPDATE THE 2021 LIQUOR LICENSES OF THE SWING BRIDGE PUB TO SHOREY ACRES, LLC, DBA SWING BRIDGE PUB, WAIVE THE ON-SALE LIQUOR LICENSE FEES FOR 2021, AND FORWARD TO THE STATE OF MINNESOTA.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.10 – TRANSFER OF OWNERSHIP – LIQUOR LICENSE

City Council reviewed a memo from City Administrative Clerk, Chris Fortsch, regarding the ownership of La Crescent Wine & Spirits changing hands effective June 28, 2021. Mark Swenson / Swenny II, Inc. is selling his interest to Mark Nolop and Valerie Smith-Rosenow / M-V Enterprises, Inc. Mr. Nolop and Ms. Smith-Rosenow have completed the application required by the State of Minnesota to update the 2021 liquor license. It was recommended to City Council to approve the application and forward to the State of Minnesota. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE APPLICATION REQUIRED BY THE STATE OF MINNESOTA TO UPDATE THE 2021 LIQUOR LICENSE OF LA CRESCENT WINE & SPIRITS TO MARK NOLOP AND VALERIE SMITH-ROSENOW / M-V ENTERPRISES, INC., AND FORWARD TO THE STATE OF MINNESOTA.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.11 – CITY COUNCIL APPOINTMENT

City Administrator Waller reviewed with City Council that City Council member Teresa O'Donnell-Ebner is the City's representative to the City's GreenStep Committee. In that role, it was recommended to City Council to appoint Teresa O'Donnell-Ebner to the Minnesota Cities Climate Caucus. The Caucus is organized by the Great Plains Institute, and is focused on state policy and regulations that help cities meet

their climate and clean energy goals. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPOINT TERESA O'DONNELL-EBNER TO THE MINNESOTA CITIES CLIMATE CAUCUS.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Dale Williams	Yes
Mike Poellinger	Yes

Member Teresa O'Donnell-Ebner abstained from voting, and none voted against the same. The motion was declared duly carried by a 4-0 vote.

ITEM 3.12 – OFFER TO PURCHASE PROPERTY

City Administrator Waller reviewed with City Council that the property at 332 1st Street South was put up for sale by the owners. This property is located just east of the Community Building/Fire Station. This past week the City met with the property owners to discuss the City's interest in the property. The City was advised that the asking price was \$190,000, and that they had an offer in excess of their asking price. On behalf of the City, City Staff verbally offered \$200,000.00, contingent upon approval by the City Council. Since the initial meeting, the property owners have increased their asking price to \$230,000.00. The property owner's representative, Laurel Junk, was in attendance at the meeting and provided an update on the property. It was recommended to City Council to offer \$230,000.00 for the purchase of the property. Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

MOTION TO SUBMIT AN OFFER TO PURCHASE THE PROPERTY AT 332 1ST STREET SOUTH IN THE AMOUNT OF \$230,000.00.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

Following further discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO AUTHORIZE THE CITY ATTORNEY TO PREPARE THE PURCHASE AGREEMENT AND DIRECT CITY STAFF TO PREPARE AN INTENT TO REIMBURSE WITH BONDS RESOLUTION.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.13 – A TRIBUTE

City Council reviewed a tribute from City Administrator Waller to the City's Community Development Director Terry Erickson who passed away on Monday, June 7, 2021, from injuries that he sustained in a bicycle accident the previous week. Terry's life, legacy, and impact will be felt throughout La Crescent and Southeastern Minnesota for many years to come. This item was informational, and no action was taken.

ITEM 5.1 – MAYOR'S COMMENTS – RESPONSE TO STUDENTS

City Council reviewed a letter from Mayor Poellinger in response to the student who wrote to the City regarding litter in the City. No action taken.

ITEM 8 – CHAMBER OF COMMERCE

Eric Minor of the La Crescent Chamber of Commerce gave City Council an update.

There being no further business to come before the Council at this time, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, to adjourn the meeting. Upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:58 PM.

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

1.3

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3P ADMINISTRATORS, INC.						
6/11/21 J.M.	MEDICAL REIMB P/R DEDUCTED	06/15/2021	55.98	55.98	06/15/2021	
6/14/21 K.C.	CHILD CARE REIMB.-P/R DEDUCTED	06/15/2021	678.22	678.22	06/15/2021	
6/17/21 L.A.	MEDICAL REIMB P/R DEDUCTED	06/21/2021	164.67	164.67	06/21/2021	
Total 9457:			898.87	898.87		
4S PROMOTIONS, LLC						
INV-1340	POOL - SWIM TEAM RIBBONS	06/10/2021	379.80	.00		
Total 9957:			379.80	.00		
AMAZON CAPITAL SERVICES						
1PH6-J1NR-63H	STREET - PARTS FOR TRUCK	06/22/2021	89.94	.00		
1T9V-VHYJ-XFY	CITY - OFFICE SUPPLIES	06/18/2021	12.07	.00		
Total 9956:			102.01	.00		
ANCOM COMMUNICATIONS						
102338	PD - RADIO REPAIR	06/09/2021	650.00	.00		
Total 9429:			650.00	.00		
AT&T MOBILITY						
5/21 POLICE	PD - WIRELESS	05/31/2021	277.22	.00		
Total 9870:			277.22	.00		
BAKKUM, DOUGLAS						
6/20/21	G. C. - USED GOLF BALLS FOR RESALE	06/20/2021	220.00	.00		
Total 9326:			220.00	.00		
BENEFIT PLAN ADMINISTRATORS						
5410	FSA ADMINISTRATIVE FEES	06/07/2021	52.00	52.00	06/11/2021	
Total 9724:			52.00	52.00		
BERNIE J BUCHNER INC						
868857	POOL - HEATER REPAIR	06/17/2021	2,515.77	.00		
Total 129:			2,515.77	.00		
BOBCAT OF THE COULEE REGION						
01-46148	RENT BRUSHCUTTER & AUGER - TREE PLANTING & MO	06/11/2021	360.00	.00		
01-46270	GC - BOBCAT MAINTENANCE	06/16/2021	13.16	.00		
01-46291	TILLER RENTAL FOR TREE PLANTING	06/17/2021	150.00	.00		
Total 216:			523.16	.00		
BOB'S LOCK & SAFE INC.						
40471	GC - NEW LOCKS FOR CLUBHOUSE	05/28/2021	193.75	.00		
Total 123:			193.75	.00		
BREYER'S SALES AND SERVICE INC						
59121	PARKS - MOWER OIL	06/03/2021	48.98	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
59192	PARKS - CHAINSAW REPAIR	06/04/2021	59.87	.00		
59193	GC - WEEDEATER	06/07/2021	359.99	.00		
59381	GC - EQUIPMENT REPAIR	06/16/2021	76.80	.00		
59381	GC - OIL	06/16/2021	54.34	.00		
Total 131:			599.98	.00		
CITY TREASURER'S OFFICE						
178041	WASTEWATER TO LACROSSE	05/31/2021	16,829.21	.00		
Total 1086:			16,829.21	.00		
CLASSIC ROCK PRODUCTS INC						
06/17/21 GOLF C	GC - MULCH	06/17/2021	872.00	.00		
790	MULCH & GRASS SEED - TREE PLANTING PROJECT	06/01/2021	1,259.98	.00		
Total 278:			2,131.98	.00		
CORE & MAIN LP						
P085718	WATER METERS	06/17/2021	11,952.40	.00		
Total 9647:			11,952.40	.00		
DC BRAUN CO						
1328	TWILITE LIFT STATION PUMP REPAIR	06/21/2021	1,950.00	.00		
Total 9463:			1,950.00	.00		
DEMCO INC						
6966445	LIBRARY - PROCESSING MAT'L	06/15/2021	82.81	.00		
Total 316:			82.81	.00		
DEPT OF NATURAL RESOURCES						
6/2-7/21	WEEKLY RECREATIONAL VEH. REGIST.	06/07/2021	855.38	855.38	06/11/2021	
6/8-14/21	WEEKLY RECREATIONAL VEH. REGIST.	06/14/2021	1,483.60	1,483.60	06/18/2021	
Total 318:			2,338.98	2,338.98		
DRIFTLESS AREA NATIVES						
6/17/21	NATIVE PLANTS FOR VETS PARK	06/17/2021	2,850.00	.00		
Total 9895:			2,850.00	.00		
E O JOHNSON CO INC - LEASE						
29511650	GC - COPY MACHINE/PRINTER	06/14/2021	67.00	.00		
Total 9397:			67.00	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
6/11/21 P/R	FED/FICA/MEDICARE	06/16/2021	19,765.91	19,765.91	06/16/2021	
Total 1127:			19,765.91	19,765.91		
ELM USA, INC						
40369	LIB - CD/DVD CLEANING	06/14/2021	25.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9517:			25.00	.00		
G & F DISTRIBUTING, INC.						
0132116708	GC - BEER FOR RESALE	06/18/2021	102.15	.00		
Total 8628:			102.15	.00		
GALL'S LLC						
018535204	PD - RIOT DUTY HELMETS	06/07/2021	827.05	.00		
Total 601:			827.05	.00		
HOKAH CO-OP OIL ASSOCIATION						
157110	GC- OIL FOR EQUIPMENT	05/11/2021	133.20	133.20	06/23/2021	
8246	GC - ANNUAL LP TANK RENTAL FEE	05/30/2021	12.00	12.00	06/23/2021	
Total 715:			145.20	145.20		
KWIK TRIP INC						
5/21 STMT	PD - FUEL	05/31/2021	838.77	838.77	06/23/2021	
5/21 STMT	PD - VEHICLE MAINTENANCE	05/31/2021	3.09	3.09	06/23/2021	
5/21 STMT	PARK - FUEL	05/31/2021	895.57	895.57	06/23/2021	
5/21 STMT	STREET - FUEL	05/31/2021	344.67	344.67	06/23/2021	
5/21 STMT	B&Z - FUEL	05/31/2021	92.11	92.11	06/23/2021	
5/21 STMT	FIRE - FUEL	05/31/2021	86.63	86.63	06/23/2021	
5/21 STMT	WATER - FUEL	05/31/2021	27.53	27.53	06/23/2021	
5/21 STMT	SEWER - FUEL	05/31/2021	27.52	27.52	06/23/2021	
Total 1014:			2,315.89	2,315.89		
LA CRESCENT ROCK PRODUCTS INC						
21-150	OHP BALLFIELD REPAIR	05/31/2021	203.18	.00		
Total 1121:			203.18	.00		
LEAGUE OF MINNESOTA CITIES						
345407	T. EBNER - 2021 VIRTUAL ANNUAL CONFERENCE	06/17/2021	99.00	.00		
Total 1117:			99.00	.00		
MAYO CLINIC AMBULANCE SERVICE						
4/20/21 & 5/18-2	CPR CLASSESS	05/21/2021	2,249.00	.00		
4/20/21 & 5/18-2	CPR CLASSESS	05/21/2021	22.00	.00		
6/2/21	CPR CLASS	06/02/2021	300.00	.00		
Total 8150:			2,571.00	.00		
MIENERGY COOPERATIVE						
5/21 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	05/31/2021	245.81	245.81	06/23/2021	
5/21 STMT	ELECT UTILITIES-GC POP MACH.	05/31/2021	91.62	91.62	06/23/2021	
5/21 STMT	ELECT UTILITIES-GC CLUBHOUSE	05/31/2021	603.50	603.50	06/23/2021	
5/21 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	05/31/2021	866.06	866.06	06/23/2021	
5/21 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	05/31/2021	144.29	144.29	06/23/2021	
5/21 STMT	ELECT UTILITIES - WIESER PARK	05/31/2021	69.16	69.16	06/23/2021	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2012:			2,020.44	2,020.44		
MINNESOTA DEPT OF REVENUE						
6/11/21 P/R	MN STATE WHT	06/17/2021	3,448.00	3,448.00	06/17/2021	
Total 227:			3,448.00	3,448.00		
MINNESOTA ENERGY RESOURCES INC						
5/21 STMT	ANIMAL SHELTER-GAS UTILITIES	05/31/2021	62.44	62.44	06/23/2021	
5/21 STMT	ICE ARENA-GAS UTILITIES	05/31/2021	288.76	288.76	06/23/2021	
5/21 STMT	COMM BLDG - GAS UTILITIES	05/31/2021	97.94	97.94	06/23/2021	
5/21 STMT	POOL - GAS UTILITIES	05/31/2021	1,318.24	1,318.24	06/23/2021	
5/21 STMT	CONTROL BLDG - GAS UTILITIES	05/31/2021	26.65	26.65	06/23/2021	
5/21 STMT	PUMP HOUSE MCINTOSH	05/31/2021	37.25	37.25	06/23/2021	
5/21 STMT	PUMP HOUSE ORCHARDVIEW	05/31/2021	31.71	31.71	06/23/2021	
5/21 STMT	ABNET FIELD RESTROOMS	05/31/2021	32.49	32.49	06/23/2021	
5/21 STMT	MAINTENANCE BUILDING	05/31/2021	80.86	80.86	06/23/2021	
5/21 STMT	LIBRARY - GAS UTILITIES	05/31/2021	30.89	30.89	06/23/2021	
5/21 STMT	CITY HALL - GAS UTILITIES	05/31/2021	109.93	109.93	06/23/2021	
Total 8171:			2,117.16	2,117.16		
MINNESOTA STATE RETIREMENT SYS						
6/11/21 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	06/15/2021	6,578.40	6,578.40	06/15/2021	
Total 1285:			6,578.40	6,578.40		
MN DEPT OF REVENUE						
5/21 SALES TAX	SALES TAX - GF	06/11/2021	938.16	938.16	06/11/2021	
5/21 SALES TAX	SALES TAX - WATER	06/11/2021	475.34	475.34	06/11/2021	
5/21 SALES TAX	SALES TAX - SOLID WASTE	06/11/2021	318.42	318.42	06/11/2021	
5/21 SALES TAX	SALES TAX - LICENSE BUREAU	06/11/2021	3.26	3.26	06/11/2021	
5/21 SALES TAX	SALES TAX - G.C.	06/11/2021	4,279.41	4,279.41	06/11/2021	
Total 1331:			6,014.59	6,014.59		
MTI DISTRIBUTING INC						
1306546-00	GC- IRRIGATION REPAIR	06/09/2021	1,259.37	.00		
Total 1330:			1,259.37	.00		
MUSIC IN MOTION						
2021 NNO	PD - DJ ENTERTAINMENT FOR NNO	06/08/2021	500.00	.00		
Total 9958:			500.00	.00		
NELSON FLAG & DISPLAY SERVICE						
48689	GC - BRACKETS FOR FLAGS	05/29/2021	162.00	.00		
Total 1413:			162.00	.00		
NIEBUHR						
25984A	WATER METER INSTALLS 5/25/21	05/25/2021	716.00	.00		
Total 8277:			716.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
NORTHERN BEVERAGE DISTRIBUTING						
799716	GC - BEER FOR RESALE	06/10/2021	348.00	.00		
Total 2311:			348.00	.00		
NORTHLAND SECURITIES INC						
6607	TIF DISTRICT 9 PROF SERVICES	06/09/2021	698.75	.00		
Total 8272:			698.75	.00		
P & T ELECTRIC INC						
20475	ABNET - DRINKING FOUNTAIN	06/14/2021	195.00	.00		
Total 1643:			195.00	.00		
PENDELTON TURF SUPPLY INC						
2077	GC - CHEMICALS	06/03/2021	1,187.25	.00		
Total 9169:			1,187.25	.00		
PEPSI-COLA BOTTLING COMPANY						
9186116	GC - POP FOR RESALE	06/14/2021	491.80	.00		
Total 1615:			491.80	.00		
PUBLIC EMPLOYEES RETIREMENT AS						
6/11/21 CORD & MAY 2021 DCP	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	06/15/2021	13,290.67	13,290.67	06/15/2021	
	RETIREMENT DEDUCTIONS/CONTRIB.-DCP	06/15/2021	170.00	170.00	06/15/2021	
Total 1612:			13,460.67	13,460.67		
QUADIENT FINANCE USA, INC						
06/14/2021 STM	Postage Meter Postage - CLERK	05/27/2021	45.00	.00		
06/14/2021 STM	Postage Meter Postage - Police	05/27/2021	21.00	.00		
06/14/2021 STM	Postage Meter Postage - B&Z	05/27/2021	21.00	.00		
06/14/2021 STM	Postage Meter Postage - PubWor	05/27/2021	15.00	.00		
06/14/2021 STM	Postage Meter Postage- Library	05/27/2021	9.00	.00		
06/14/2021 STM	Postage Meter Postage - Water	05/27/2021	63.00	.00		
06/14/2021 STM	Postage Meter Postage - Sewer	05/27/2021	63.00	.00		
06/14/2021 STM	Postage Meter Postage- Lic Bur	05/27/2021	30.00	.00		
06/14/2021 STM	Postage Meter Postage - Golf	05/27/2021	9.00	.00		
06/14/2021 STM	Postage Meter Postage - Arena	05/27/2021	3.00	.00		
06/14/2021 STM	Postage Meter Postage - Animal	05/27/2021	3.00	.00		
06/14/2021 STM	Postage Meter Postage - Pool	05/27/2021	6.00	.00		
06/14/2021 STM	Postage Meter Postage - FIRE	05/27/2021	12.00	.00		
Total 9799:			300.00	.00		
QUALITY POOL & SPA						
20043	POOL - CHEMICALS	06/15/2021	179.66	.00		
Total 1596:			179.66	.00		
QUILLINS LA CRESCENT						
5/21 STMT	PD - OFFICE	05/31/2021	20.24	.00		
5/21 STMT	GC - FOOD	05/31/2021	104.41	.00		
5/21 STMT	GC - BLDG MAINTENANCE	05/31/2021	5.98	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5/21 STMT	FD - WATER FOR STATION	05/31/2021	11.96	.00		
Total 1707:			142.59	.00		
R & R PRODUCTS INC						
CD2561357	GC - EQUIPMENT REPAIR	05/27/2021	1,410.77	.00		
Total 1833:			1,410.77	.00		
R C T SEWER & VAC						
1381	STORM SEWER - JET & VAC LINE BY PARK	06/18/2021	325.00	.00		
1381	JET & VAC SEWER LINE - ABLE TO HIGH SCHOOL & DISP	06/18/2021	1,273.00	.00		
Total 9511:			1,598.00	.00		
RECREATION SUPPLY COMPANY						
424684	POOL - RESCUE TUBES	06/12/2021	301.98	.00		
Total 9170:			301.98	.00		
REINHART FOODSERVICE						
835762	POOL - CONCESSIONS	06/16/2021	356.83	.00		
835765	POOL - CONCESSIONS	06/14/2021	545.41	.00		
840542	POOL - CONCESSIONS	06/18/2021	1,246.85	.00		
840543	POOL - CONCESSIONS	06/21/2021	619.90	.00		
Total 1817:			2,768.99	.00		
RONCO ENGINEERING SALES INC						
3248749	GC - MOWER REPAIR	06/01/2021	108.04	.00		
Total 1813:			108.04	.00		
SPLISH SPLASH AUTO BATH						
6/14/21	PD - CAR WASH TOKENS	06/14/2021	81.00	.00		
Total 8567:			81.00	.00		
THORSON GRAPHICS LLC						
7814	REC - PROGRAM TSHIRTS	06/07/2021	1,548.75	.00		
7838	REC - STAFF SHIRTS	06/17/2021	884.44	.00		
7840	PD - NNO SHIRTS	06/17/2021	396.55	.00		
Total 8998:			2,829.74	.00		
UNITED STATES POSTMASTER						
6/21 PAST DUES	PAST DUE WATER/SEWER - WATER	06/17/2021	26.46	26.46	06/17/2021	
6/21 PAST DUES	PAST DUE WATER/SEWER - SEWER	06/17/2021	26.46	26.46	06/17/2021	
Total 2102:			52.92	52.92		
WHKS & CO.						
43338	MS4 ASSISTANCE	05/28/2021	1,184.00	.00		
43338	WILDWOOD DRAINAGE	05/28/2021	962.00	.00		
43338	EAGLE BLUFF BOUNDARY SURVEY	05/28/2021	535.00	.00		
43338	KISTLER BOUNDARY SURVEY	05/28/2021	850.00	.00		
43338	2022 STREET IMPROVEMENTS	05/28/2021	394.50	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
43338	STATE AID MEETING 5/19/21	05/28/2021	296.00	.00		
43338	RISK & RESILIENCE REPORT	05/28/2021	297.00	.00		
43338	MILEAGE	05/28/2021	235.20	.00		
43339	BALSAM & SPRUCE RECONSTRUCTION	05/28/2021	1,592.00	.00		
43349	UTIL EXT HORSETRACK MEADOWS	05/28/2021	2,989.92	.00		
Total 8290:			9,335.62	.00		
WIESER CLIENT TRUST ACCOUNT						
332 1ST ST. SOU	332 1ST STREET SOUTH	06/22/2021	1,000.00	1,000.00	06/22/2021	
Total 9333:			1,000.00	1,000.00		
WIESER PRECAST/DORIC VAULTS						
10454	STORM SEWER - BASIN REPAIR	06/02/2021	15.00	.00		
Total 2309:			15.00	.00		
XCEL ENERGY						
5/21 STMT	CITY HALL	05/31/2021	500.56	500.56	06/23/2021	
5/21 STMT	LIFT STATION MIDNIGHT	05/31/2021	13.27	13.27	06/23/2021	
5/21 STMT	FLAG LIGHT 202 MAIN	05/31/2021	9.01	9.01	06/23/2021	
5/21 STMT	FLAG LIGHT 226 MAIN	05/31/2021	16.50	16.50	06/23/2021	
5/21 STMT	SIGN LIGHT 525 S CHESTNUT	05/31/2021	12.46	12.46	06/23/2021	
5/21 STMT	GARAGE	05/31/2021	28.49	28.49	06/23/2021	
5/21 STMT	STREET LGIHTS PO BOX 142	05/31/2021	5,404.89	5,404.89	06/23/2021	
5/21 STMT	ICE ARENA	05/31/2021	142.38	142.38	06/23/2021	
5/21 STMT	LIFT STATION MCINTOSH	05/31/2021	12.03	12.03	06/23/2021	
5/21 STMT	WELL 3	05/31/2021	1,168.70	1,168.70	06/23/2021	
5/21 STMT	WELL 2	05/31/2021	1,097.72	1,097.72	06/23/2021	
5/21 STMT	RADIUM PLANT	05/31/2021	1,809.03	1,809.03	06/23/2021	
5/21 STMT	RESERVOIR CRESCENT HILLS	05/31/2021	13.21	13.21	06/23/2021	
5/21 STMT	WWTP	05/31/2021	712.61	712.61	06/23/2021	
5/21 STMT	WELL HOUSE STONEY PT	05/31/2021	204.99	204.99	06/23/2021	
5/21 STMT	LIFT STATION 1450 HWY 16	05/31/2021	14.41	14.41	06/23/2021	
5/21 STMT	SHORE ACRES GRINDER PUMPS	05/31/2021	253.30	253.30	06/23/2021	
5/21 STMT	TENNIS COURT LIGHTS	05/31/2021	12.10	12.10	06/23/2021	
Total 1410:			11,425.66	11,425.66		
Grand Totals:			141,416.72	71,634.69		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Dated: _____						
Mayor: _____						
City Council: _____						

City Recorder: _____						
City Treasurer: _____						

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

3.1



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: June 17, 2021
RE: Wildwood Stormwater Review

On June 2, 2021 City Engineer Tim Hruska and myself, along with City Council members Dale Williams and Cherryl Jostad met with the property owners in the Wildwood development that would be served by the stormwater improvement project.

City Engineer Tim Hruska reviewed the project with those in attendance, and proposed a cost-split for the project where the City would pay one-half of the project costs, and the impacted property owners would pay the other one-half of the project cost. Both of the property owners have indicated a willingness to pay \$2,500 each towards the project. Correspondence from one of the property owners is included. Also included are the plat and grading plan for the development.

City Engineer Tim Hruska will be in attendance at the meeting to review this with the City Council.

Since the last meeting, the following items have been added:

- A memo from the City Engineer.
- The development agreement for the project.
- The City-Owner contract for the project.
- The maintenance and ownership agreement for the project.
- A review of the final plat for conformance to the City Subdivision Ordinance. This was done by the former City Engineer.

June 9, 2021

To: Bill Waller

Re: Drainage Issue

I will give a check for \$ \$2,500.00 toward the cost of the Drainage Bid received from Zenke.

I will sign for the easement to my property.

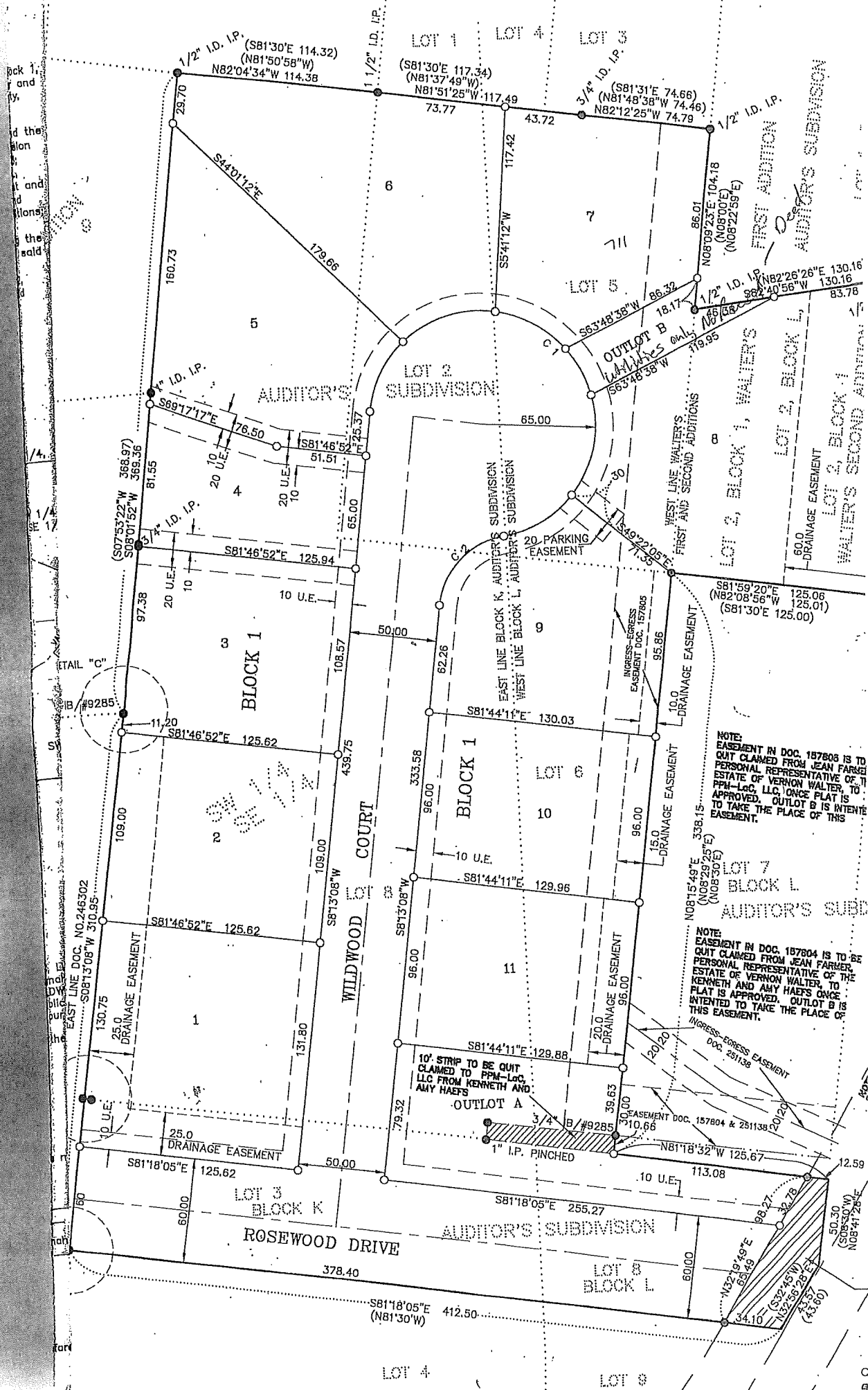
My address has not been listed correctly in the newspaper articles and documents published for this drainage issue.

My address is 812 Wildwood Court.

Thanks for your service on this issue.

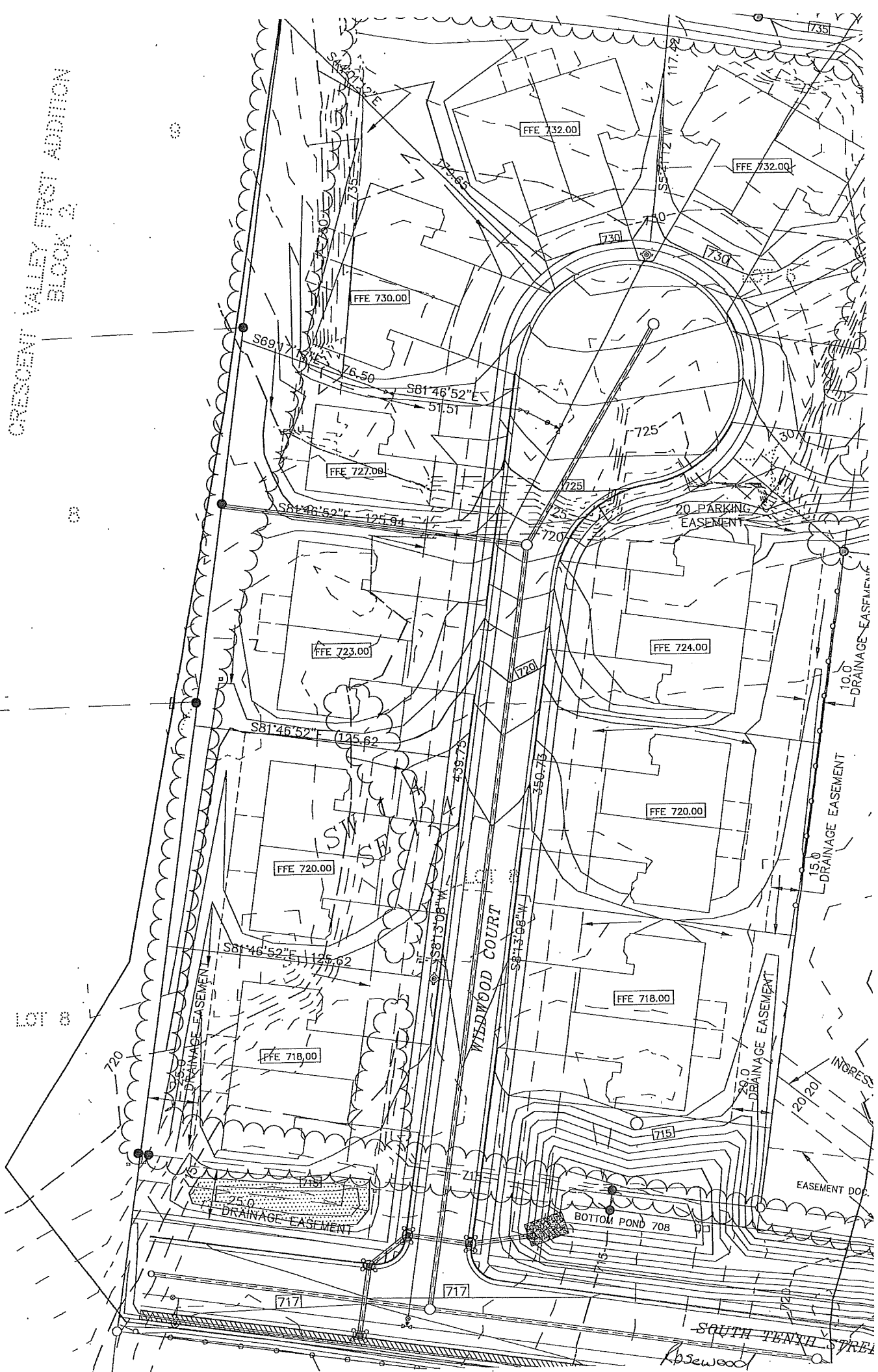
Helen Hafner

A handwritten signature in cursive script, appearing to read "Helen Hafner", written in black ink.



CRESCENT VALLEY FIRST ADDITION
BLOCK 2

LOT 8



MEMORANDUM

TO: Bill Waller, City Administrator

FROM: Tim Hruska, P.E., L.S.

DATE: 6/17/21

RE: Wildwood Drainage Review

Per Council direction, we have reviewed the drainage between 812 & 818 Wildwood Court. A preliminary report dated October 22, 2020 has been prepared and reviewed with Council. This report outlines solutions to the private drainage issue. We have received quotes on a solution that would install a new intake structure in the back yards and pipe the storm water to the intersection of Wildwood and Rosewood.

There are a few items that we've discussed during the past Council Meetings that outline some of the concerns with moving forward with a project. The site does indicate a drainage issue. We have reviewed the existing data available. It does not clearly appear that the City is responsible for this issue.

Through discussions with the property owners, there does not appear that they have done anything recently to alleviate the issue. This includes any grading adjacent to the home. Those present at our meeting on site acknowledged that there is no positive drainage away from the structure in its current condition. Per the City Building Official, this does not meet building code. Proper drainage away from a home would be considered a private drainage issue. The site does not appear to have vegetation dead spots. Dead spots in vegetation typically occur when water stands for more than 48 hours.

Even with the proposed solution, site grading would need to be done by the property owners to alleviate the drainage away from the homes and to provide for a safe overflow should the intake structure become plugged or over capacitated.

Staff also has a number of concerns regarding the precedence that this would be setting in the community. This project would expend approximately \$55,000 for a private drainage issue.

WILDWOOD DEVELOPMENT AGREEMENT

THIS AGREEMENT, is made as of this 6th day of August 2009 by and between PPM-LaC LLC (Property Developer), (hereinafter jointly referred to as "Owner"), and the City of La Crescent, a Minnesota municipal corporation (hereinafter referred to as the "City").

WHEREAS, Owner owns and desires to develop real property within the City of La Crescent, Houston County, Minnesota, as a residential development to be known as WILDWOOD, which property is described and shown on Exhibit 'A' attached hereto and incorporated herein, and is hereinafter referred to as the "Project" or the "Property," depending on the context in which it is used; and

WHEREAS, Owner and City agree that a development agreement will serve to facilitate the orderly and efficient development of the Property to the mutual benefit of the Owner, the City, and abutting property owners; and

WHEREAS, The City Ordinances require that complete construction plans for all applicable improvements, including those called for in the approved preliminary plat, shall be submitted and approved by city staff.

WHEREAS, The City Ordinances require that before the City Council approves the final plat of a new subdivision, the Owner shall substantially complete the improvements prior to submitting an application for final plat approval.

NOW, THEREFORE, in consideration of the mutual benefits to the parties set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Owner and City agree as follows:

OWNER'S OBLIGATIONS

1) **Property Development.** By execution of this Agreement Owner agrees to proceed and may complete the platting/project approval process including plat recording for the Property after substantial completion of the improvements, as provided for in Chapter 12.185 STORM WATER POLLUTION AND EROSION CONTROL and Chapter 13 SUBDIVISION REGULATIONS of the La Crescent City Code. Owner agrees to plat and complete the construction of the entire Project as shown on the approved Preliminary Plat. Owner also agrees to the following provisions:

- a) To extend the public infrastructure to the adjoining property as reflected on the approved preliminary plat or as directed by the City Engineer.

b) Dedicate to the City utility and roadway easements necessary to extend the public infrastructure across the Property or to the adjoining property as reflected on the approved preliminary plat.

2) **City/Owner Contract.** Owner shall execute a "City/Owner Contract" (EXHIBIT B) with the City prior to constructing any public infrastructure (including but not limited to grading of public storm water facilities, roadways, watermain, sanitary sewer and storm sewer to serve the Property), and prior to the final grading of the Property. Owner shall pay for all public improvements authorized for construction by the City/Owner Contract unless otherwise stated in the City Owner Contract.

3) **Grading and Drainage.** Owner agrees to have a Drainage Report and Grading Plan prepared by a professional engineer in accordance with Subd. 4.0 of Chapter 12.185 and to submit these documents to the City Engineer for approval prior to the commencement of any grading activity on the Property. Owner also agrees to the following additional provisions:

a. Owner shall match the existing grades of the abutting property unless other documented arrangements are made with the abutting landowner and approved by the City on the Grading Plan.

b. Owner shall provide Financial Security in accordance with Subd. 8.0 of Chapter 12.185 for the performance of the work described and delineated on the approved grading plan at a rate of three thousand dollars (\$3,000) per acre. The form of security must be money, certified bank check, or irrevocable letter of credit whichever is acceptable to the city.

4) **Storm water Management Plan.** Owner acknowledges that the development of the Property results in the need for storm water management in accordance with Chapter 12.185 due to requirements to manage the increase in the storm water run-off rate/volume and potential degradation of surface water quality attributable to the increase of impervious area within the Project.

a. Owner shall construct temporary onsite storm water facilities including storm water quantity and/or quality ponds, discharge lines, storm sewer and manholes as may be needed to manage storm water runoff during construction/restoration activities. The facilities shall be constructed in conformance with the City approved grading plan and NPDES Storm water Permit Standards.

b. Owner shall design (subject to City of La Crescent approval), size, and construct onsite storm water facilities including storm water quantity

and/or quality pond(s), discharge lines, drainage ways, storm sewers and manholes, as well as other necessary appurtenances in conformance with the City standards and the approved, grading plan.

5) **Transportation Improvements.** Owner acknowledges the development of the Property impacts the abutting roadway infrastructure. Owner agrees to provide the following transportation improvements:

a. Owner shall pay for all traffic control signs, as deemed necessary by the City Engineer.

b. To allow Neighborhood connectivity Owner shall provide Roadway connections to the abutting properties as shown on the approved preliminary plat for the Property at the locations, grades and elevations approved by the City Engineer.

c. Owner shall construct the internal roadways and their intersection with perimeter roadways at their sole cost at a design approved by the City Engineer and County Engineer for County Road 25 from Skunk Hollow Road to South Tenth Street.

6) **Real Estate Dedication.**

a. **Easements.** Owner shall grant, upon request of the City, all necessary and reasonable temporary and permanent easements for drainage, utilities, and roadway construction necessary to serve the Property, unless all easements needed for development have been provided on the proposed plat.

b. **Private Water Gardens and Ponds.** Owner hereby grants, by execution of this Agreement, a maintenance easement for those areas of the Property that are identified on the approved preliminary plat as private Water Gardens and Ponds. This easement is effective only if the Owner fails to honor its maintenance obligations required by the Declaration and Maintenance Agreement (Exhibit C).

c. **Right of Way.** Owner shall dedicate the right of way identified on the approved preliminary plat as part of the final plat or through separate instrument approved by the City.

7) **Utility Extension.** Owner shall extend utilities to the Property lines concurrent with the development of the Property at location, depth and schedule determined by the City Engineer, to serve future development abutting the property.

8) **Pedestrian Facilities.** Owner acknowledges the requirement in City ordinance to provide pedestrian facilities and agrees to construct pedestrian facilities along the public roadways within the Property and along any/all outlots with street frontage that are not planned for the construction of buildings. Owner shall also provide the following pedestrian facilities:

a. Concrete sidewalk abutting all public streets in the development shall meet City standards.

b. Construct pedestrian ramps along the north side of South Tenth Street at the intersections of Wildwood Court and County Road 25.

9) **Park Dedication.** Owner has reviewed the park dedication requirements under the City's subdivision ordinance. Park Dedication requirements for the Project include the following:

a. Owner shall pay for its parkland dedication requirement in a manner consistent with City Ordinances.

b. The agreed upon amount for the purpose of parkland dedication within this agreement shall be a total of \$30,000.

10) **Permits.** Owner shall obtain all of the necessary permits for development and construction within the Property.

11) **Engineering and Legal Fees.** Owner agrees to reimburse the City for all Engineering and Legal Fees associated with the project. This would include all engineering and legal fees for review of the plat, construction plans, development submittals and project administration and inspections during construction.

12) **Financial Security.** As security for the payment of engineering and legal expenses and the cost of the construction of the required improvements and all other expenses arising therefrom, the Owner shall, contemporaneously with the signing of this agreement, deposit with a state or national bank designated by the City a cash escrow in the amount of 100% of the estimated cost of the improvements, engineering fees and legal fees as reasonably determined by the City, the total costs of the required improvements and engineering and legal fees and related expenses are estimated to be \$400,000.00. The cash escrow account shall be interest bearing, with all interest compounding and accumulating in such account until used by the City or refunded to the Owner as set forth herein. The City shall have sole signatory power over such escrow account as hereinafter provided. Also, Owner shall secure and maintain general liability insurance

with a \$1,000,000.00 limit, City to be named an additional insured providing that the City be held harmless and defended from all manner of claims arising out of the subject matter of the agreement and associated documents and undertakings incorporated therewith, additionally providing for indemnification of the City.

13) **Building Permits.** Upon execution of this agreement and establishment of the escrow account mentioned above, the city may issue building permits to Owner upon request. The City shall not issue Certificates of Occupancy for buildings constructed on the project unless and until all required improvements (with the exception of the wearing course of bituminous) have been completed and the costs thereof have been paid and until all engineering and legal expenses have been paid in full. The City shall retain sufficient escrow monies until the wearing course of bituminous has been accepted.

14) **Payment of Development Charges/Assessments.** Unless otherwise stated within this Agreement, the Owner shall make payment of all charges outlined herein, and within the City-Owner Contract for this project and shall likewise make payment of all other charges relative to the within project, within 30 days after invoicing by the City. Should any such payment required by Owner to be paid, remain unpaid following the aforespecified 30 day period, City, with the approval of the City Council, shall make payment thereof from the Financial Security Cash escrow, see paragraph 12), supra.

15) **Assessment for Non-Payment.** In the event Owner fails to make payment according to terms of this Agreement, the City may assess the unpaid amount, plus interest at a rate of 7.5% per annum, against the Property for a term not to exceed one year. Owner hereby waives its right to notice of and a special assessment hearing as provided in Minnesota statutes Chapter 429, and further waives all rights to contest or file an appeal of the charges/special assessments in a court of law.

GENERAL PROVISIONS.

1. **Waiver and Amendment.** This agreement will not be altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.

2. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, beyond those specified in this agreement.

3. **Successors and Assigns.** The obligations set forth in this document shall be considered covenants running with the land and shall apply to the Owner, its successors or assigns.

1. Remedies

a. In the event of the City's or the Developer's default which is not cured within thirty (30) days after written notice thereof to the defaulting party, the non-defaulting party or any third party beneficiaries of the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default. In addition, and without limitation, the parties shall have the following specific rights and remedies:

i. With respect to matters that are capable of being corrected by the non-defaulting party, a non-defaulting party may, at its option enter upon the Property for the purpose of correcting the default and the non-defaulting party's reasonable costs in correcting same, plus interest as provided in Section below, shall be paid by the defaulting party to the non-defaulting party immediately upon demand;

ii Injunctive relief;

iii Action for specific performance; and,

iv Action for money damages.

a. Reimbursement. Any amounts expended by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, together with interest provided in Section C below, shall be reimbursed or paid to the non-defaulting party.

b. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party pursuant to Section B above at the rate of Prime Rate as established from time to time by U.S. Bank, Rochester, Minnesota, plus two percent per annum from the date of payment by the defaulting party until the date reimbursed in full with accrued interest.

c. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d. Failure to Enforce not a Waiver. Failure of any party to enforce any provisions contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date and year first above written.

CITY OF LA CRESCENT, a Minnesota
Municipal Corporation

Owner: Phil Mlsna
PPM-LaC, LLC.

Attest: Roseann Tourk

By: [Signature]
Its Mayor

Attest: Roseann Tourk

By: Bill Waller
Its City Administrator

STATE OF MINNESOTA)
w) ss
COUNTY OF HOUSTON)

The foregoing instrument was acknowledged before me this 20th day of August, 2009 by Mike Poellinger and Bill Waller, the Mayor and City Administrator, respectively, of the City of La Crescent, a Minnesota municipal corporation, on behalf of the corporation.

Roseann Tourk Notary Public.

My commission expires on: 1/31/2010

STATE OF MINNESOTA)
WISCONSIN) ss
COUNTY OF HOUSTON)

The foregoing instrument was acknowledged before me this 7th day of August, 2009, by Phil Mlsna and _____, of PPM-LaC, LLC., for and on behalf of the corporation.

[Signature] Notary Public.

WILDWOOD SUBDIVISION CITY-OWNER CONTRACT

THIS AGREEMENT, made this 6th day of August, 2009, between the City of La Crescent, a Minnesota municipal corporation, (hereinafter referred to as "City"), and PPM-LaC LLC, a Wisconsin limited liability company (hereinafter referred to as "Owner" and / or "Buyer" depending on the context used) and Zenke, Inc, a Minnesota Corporation (hereinafter collectively referred to with Owner/Buyer as "Contractor").

WITNESSETH, THAT WHEREAS

1. PPM-LaC LLC is the "Owner" of Property which is described on EXHIBIT 'A' (hereinafter referred to as the "Property").

2. Owner has requested permission to do, at its own expense, certain construction work within the public right-of-way or public easements of said property according to the plans and specifications thereof prepared by La Crosse Engineering and Surveying for "Wildwood Subdivision" (hereinafter referred to as the "Project").

3. City is willing to grant Contractor permission to do the Project at Contractor's own expense, on the condition that the work be done under the professional inspection services of the City Engineer, or its representatives, and subject to the same contract terms and conditions required by any other contractor undertaking this type of construction for City under contract, including the City's requirement for City Owner Contract Inspections and Approvals.

NOW, THEREFORE, it is hereby mutually agreed between City and Contractor as follows:

1. Contractor's Obligations. Contractor hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary in the construction of the improvements hereinabove described, in accordance with specifications approved by the City Engineer and the Common Council of the City of La Crescent, and to do everything required by this agreement and the contract documents.

Failure to do everything required by this agreement may be used as a basis for denying Owner and/or Contractor the opportunity to construct other public improvement projects within the City under the City-Owner contract format.

2. Completion Date. Contractor agrees that all work, which is subject to this contract, shall be fully and satisfactorily completed on or before Oct 15th, 2009.

3. Contract Documents. The contract documents, which are made a part hereof to the same extent as if fully set forth herein, consist of the plans and specifications, and the City Owner Contract Inspections and Approvals requirements. Work shall not commence on the project until the grading plan has been approved and approved plans and specifications for the project are on file with the City Administrator. An on-site meeting between the Owner, Contractor, and City Engineer's representative shall be held within 48 hours of commencing work on the project, to discuss project erosion control.

4. Maintenance; Ownership. City accepts no responsibility for the maintenance of the work performed until such work is certified by City engineer and is subsequently accepted by City. When accepted by the City, the improvements shall become the property of the City without any further acts or deeds of the Contractor, except that Contractor guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to this contract for the period of two (2) years after the work is accepted by City.

5. Non-acceptance; Contractor's Obligation. Contractor, within 14 days after receiving notice from the City that the project, or a portion thereof, has not been constructed in accordance with City specifications or has not been accepted, or that a warranty claim is being made, shall perform such work identified as needing completion or correction, or shall provide a written schedule identifying the work to be done and the time in which it will be performed. Failure to perform the work or provide and abide by a schedule may be used as a basis for denying Contractor the opportunity to construct other public improvement projects on Owner's land under the City-Owner contract format.

6. Safety. Contractor agrees to take all precautions necessary to protect the public against injuries, and keep danger signals at all places and at such times as the public safety may require.

7. Independent Contractor. It is expressly understood and agreed that Contractor is an independent contractor and all persons employed by Contractor in the performance of any work or services required or provided for herein shall not be considered employees of the City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of Contractor's employees while engaged in any work or services under this agreement shall in no way be the obligation or responsibility of City.

8. Insurance. Contractor agrees to, at Contractor's own expense, procure and maintain for a period ending two years after the work is accepted by the City, a general liability insurance policy naming the City of La Crescent as an additional insured, with bodily injury limits of at least \$1,000,000/\$2,000,000 and property damage limits of at least \$500,000, and file such policy of insurance, or a certificate of such insurance, with the City Clerk. Contractor further agrees to maintain insurance on their vehicles and to maintain insurance on all vehicles in the performance of this contract with bodily injury limits of at least \$1,000,000/\$2,000,000 and property damage limits of at least \$500,000, naming the City of La Crescent as an additional insured, and to file a certificate or certificates of such automobile insurance with the City Clerk. Contractor shall also file with the City Clerk a certificate indicating insurance is in effect for workers' compensation.

In the event that all or a portion of the work contemplated by this contract shall be done by Contractor through subcontractors, it shall be the responsibility of Contractor to determine and require that such subcontractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the City Clerk. Contractor shall also ensure that its subcontractors are aware of and abide by the provisions of the City Owner Contract Inspections and Approvals requirements.

All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, City of La Crescent is to receive thirty days' written notice of the insurance company's intention to cancel or terminate. If any insurance certificate indicates the policy shall expire prior to the end of the two-year maintenance period, Contractor shall provide a new certificate prior to the expiration date indicated on the original certificate, and in any event shall maintain insurance during such maintenance period.

9. Two Year Maintenance Bond. Prior to commencement of any work under this contract, Contractor shall furnish to City a Two Year Maintenance bond executed by itself and a surety company authorized to do business in the State of Minnesota. The bond shall be in the sum of \$ 350,000 with the bond for the use of City. Said bond shall be conditioned as required by Minnesota Statutes, Section 574.26, and shall guarantee the maintenance of the work in accordance with the plans and specification and payment of all claims for the labor and materials, respectively. **The bond shall remain in full force and effect until the expiration of Contractor's two-year maintenance period.**

10. Sewer Lines. The Contractor will install a sewer plug(s) at a location(s) designated by the City Engineer prior to connection of new sanitary sewer lines to existing City sewer lines. This/These plugs shall only be removed at the discretion of the City Engineer or his designee.

11. Compliances. In connection with the administration and performance of the work authorized by this contract, Contractor shall comply and cause its agents and employees to comply with all federal, state and local laws, together with all ordinances and regulations applicable to this contract and the work to be performed hereunder.

12. Indemnity. Contractor agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this agreement. Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees. Contractor agrees to defend, indemnify, and hold harmless the City and its officials, officers, agents, and employees from all claims brought by the employees or agents of the Contractor, or its subcontractors, arising out of or as a result of any act, or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this contract by the Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees.

13. Waiver. The failure of the City to enforce any provisions of this contract shall not constitute a waiver by the City of that or any other provision.

14. Merger Clause. This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

CITY OF LA CRESCENT, a Minnesota
municipal corporation

By W. S. [Signature]
ITS MAYOR

ATTEST: [Signature]
ITS CITY ADMINISTRATOR

BY

ITS mgn

BY

ITS

The foregoing instrument was acknowledged before me this 20th day of August, 2009, by Mike Poellinger and Bill Waller, the Mayor and City Administrator, respectively, of the City of La Crescent, a Minnesota municipal corporation, for and on behalf of the corporation.

Theresa Fench
Notary Public

STATE OF MINNESOTA)
WISCONSIN) SS
COUNTY OF HOUSTON)
MONROE

On this 7th day of August, 2009, before me, a notary public within and for said county personally appeared Phil mlsna and _____, the _____ and _____ of PPM-LaC LLC, who are personally known to me to be the person(s) who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed on behalf of the company.

Notary Public

Maintenance & Ownership Agreement

DECLARATION

STATE OF Minnesota

COUNTY OF Houston

PPM-LaC LLC, hereinafter referred to as the "DECLARANT", does hereby make this DECLARATION:

- 1) The DECLARANT is the owner of real property platted in the City of La Crescent, Houston County, Minnesota, described as:

WILDWOOD

PM

PM

- 2) ~~The DECLARANT does hereby warrant that the Property, is free and clear from all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.~~
- 3) The DECLARANT acknowledges that it is responsible for the costs associated with the maintenance of Outlot A.
- 4) DECLARANT does hereby specify that individual ownership of each lot included within the parameters of paragraph #5 below shall include a prorated interest in the "Outlot A".
- 5) DECLARANT does hereby specify that the costs associated with maintaining the "Outlot A", shall be shared equally by the owners of the lots lying within the development.
- 6) If required maintenance of the "Outlot A", as determined by the City of La Crescent, is not performed by the owners of "Outlot A", the City is authorized to perform the necessary maintenance, and charge all associated costs to the owners of land identified in paragraph #5 above. In the event the owners of said lands become delinquent to the maintenance charges, the owners agree to have these unpaid charges levied against the properties identified in paragraph #5 as a special assessment over a period of not more than one year. The DECLARANT agrees to waive any and all legal rights that it, its heirs, successors, or assignees, may have to contest the levying of the unpaid charges as special assessments when levied, and furthermore, that the validity of the assessments will not be contested.
- 7) The DECLARANT acknowledges that future termination of this agreement is at the sole discretion of the City of La Crescent, and if said DECLARATION is terminated the DECLARANT will be notified in writing by the City of said termination.
- 8) The rights, obligations, and benefits of this DECLARATION shall be deemed to be a Covenant binding upon said real property described in paragraph #5 above, and the

owner(s) thereof, and their heirs, successors, and assignees of the owner(s), and shall run with the land, subject to the terms and conditions stated herein.

- 9) For the purposes of this Agreement, the term maintenance for the storm water facilities shall mean:
- a) the operational performance of the ponds shall be consistent with the storm water quantity (volume) and quality (detention time) parameters established by the original pond design as approved by the City, and
 - b) the appearance of the pond shall be in compliance with applicable City Ordinances related to the control of weeds and grasses and the removal of debris and litter.
 - c) the recommended intervals for regular maintenance shall be:
 - i) Semi-Annual mowing
 - ii) Annual inspection of soil berms and structures
 - iii) Repairs as necessary
 - iv) Remove sediment from storm sewer inlets and outlets every 2-5 years
 - v) Remove sediment from pond to maintain storage volumes every 5-10 years
 - vi) Litter removal, noxious weed and brush removal, and rodent control on an ongoing basis
 - d) Each of the above items shall also be consistent with the requirements under Chapter 12.185 of the City Code and NPDES.

IN WITNESS THEREOF, the DECLARANT has executed this DECLARATION this 22nd day of June 2009.

BY Phil G. Miska

ITS _____
PPM-LaC LLC.

BY Patricia C. Miska

ITS _____

STATE OF Wisconsin

COUNTY OF monroe

On this 22nd day of June 2009 before me, a Notary Public, within and for said County and State, personally appeared Phil G. Miska and Patricia C. Miska, representatives of the Owner of real property described in paragraph #1, and who executed the foregoing DECLARATION and acknowledged that they executed the same as their free act and deed and for the purposes therein expressed.

Richard A. Henderson
Notary Public

September 1, 2009

Mr. Paul Kenaga, Zoning Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

**RE: Final Plat Review No. 2
Wildwood Addition
La Crescent, Minnesota**

Dear Mr. Kenaga:

The following is a review of conformance of the Final Plat submittal for Wildwood Addition to the Subdivision Ordinance, Section 13.11, FINAL PLAT.

1. Form and Content

The Final Plat shall be of the form and content as prescribed in the Minnesota Land Surveyors Association Plat Manual of Minnesota Guidelines, as may be amended.

OK

5. Final Plat Requirements.

A. Revised Preliminary Plat

- 1) The City may require six (6) large scale (22" x 34"), one (1) reproducible reduction at 11" x 17", and one digital electronic copy in a format compatible with the City's computer system of the preliminary plat and of supporting documents illustrating all changes and conditions that were required as part of the preliminary plat approval. This revised preliminary plat will provide the historical record of the subdivision approval by which subsequent Final Plats shall be considered.

OK

B. Title Restrictions

The City may require one (1) copy of any title declaration, conservation easement, deed restriction, restrictive covenant, or homeowner's association documents.

OK

C. General Information

Six (6) large scale (22" x 34") copies and one digital electronic copy in a format compatible with the City's computer system of the Final Plat and supporting documents, plus any additional copies deemed necessary by the Building and Zoning Official plus one (1) reproducible copy reduced to 11" x 17".

- 1) Name of subdivision. OK
- 2) Location by section lines and quarter and sixteenth section lines within the platted area, tied to the plat. If there are none within the area, there should be ties to at least one outside. OK
- 3) Outside boundary lines and all angles and distances necessary for closure of boundaries by latitude and departure. OK
- 4) Scale (engineering only) one (1) inch equals one hundred (100) feet or less. OK
- 5) North point indication. OK
- 6) Street lines and centerlines, lines of alleys, right-of-way, easements, lots, outlots, all other sites and reservations, and all land deeded to the public with dimensions, angles and all curve functions. OK
- 7) Lot numbers in each block, starting with one (1) in the northeast corner and continuing respectively. OK
- 8) Block numbers, consecutive. OK
- 9) The exact location, widths and names of all proposed streets, alleys and rights-of-way to be dedicated. OK
- 10) All distances included in the dedication and all monuments, angles, curve functions, etc. necessary for checking the entire description. Pipe or steel rod shall be at the corners of each lot and at each intersection of street centerlines. OK
- 11) A listing of the total area of each lot measured in gross square feet per lot and total area of the plat. OK
- 12) The location and width of all easements to be dedicated.
After review of the grading plan please add a 10 foot drainage and utility easement along the line between lots 6 and 7, Block 1 for drainage and future utilities to the north.
OUTLOT A, which contains the stormwater pond, must also be a drainage easement as requested 7/7/08.

- 13) Statement dedicating all easements as follows: easements for installation and maintenance of trails, utilities and drainage facilities are reserved over, under, and along the areas designated as drainage and utility easements. OK.
- 14) Accurate outlines and legal description of land to be dedicated as parks, trails, ponds, or other public use shall be illustrated on the Final Plat and dedicated with the Final Plat. OK.
- 15) A certificate by the surveyor who prepared the plat that all required improvements have been satisfactorily installed or that, in lieu thereof, the subdivider has made satisfactory arrangements to cover the cost of improvements to be installed later within a specified time. OK.
- 16) Final grading, construction plans shall be prepared and submitted in accordance with City standards. OK
- 17) Other data, certificates, affidavits and endorsements required by law, by the Planning Commission and City Council and by County and Township officials. OK

D. Development Agreements

- 1) The developer shall meet with the City staff to finalize the terms of the development agreement. DONE.
- 2) Upon finalization of the development agreement, the City Clerk shall have the final copy of the contract signed by all the appropriate parties. OK
- 3) Financial guarantees shall be posted with the City as outline in the development agreement. OK
- 4) Final grading and utility plans shall be approved by the City Engineer and made a part of the development contract – No Grading shall be allowed until the Final Plat and Development Contract are approved and the Development Contract is signed and a financial security is in place with the City. OK.

E. Other Additional Final Plat Materials Required.

- 1) Plans, specifications and grades of proposed improvements as approved by the City Engineer, and a statement of those completed and those not yet completed. Covered by escrow account.
- 2) Deed to land offered for park, playground or other public purpose. Covered by Park Dedication
- 3) Protective covenants in form for recording. Need copy.
- 4) Proof that all conditions placed on the approval of the preliminary plat have or will be met. See above.

Mr. Paul Kenaga, Zoning Administrator

September 1, 2009

Page 4

- 5) Certification by a registered land surveyor, to the effect that the plat represents a survey made by him and that monuments and markers shown thereof exist as located and that all dimensional and geodetic details are correct. On Final Plat.
- 6) Notarized certification by owner, and by any mortgage holder of record, of the adoption of the plat, and the dedication of streets and other public areas. On Final Plat.
- 7) Approval by signature of City and County officials concerned with the approval of the plat. .
On Final Plat.
- 8) Form for approval of the Council as follows: Approved by the Council of the City of La Crescent, this _____ day of _____, 20__.
Singed _____ (Mayor)
Attest _____ (City Clerk)

If you have any questions on this, please do not hesitate to call.

Sincerely,

YAGGY COLBY ASSOCIATES

Donald R. Borcharding, PE

DRB:bsd
YCA #10537

cc: Dick Barbour
Fred Hilby
Dick Walter

3.2



MEMORANDUM

TO: Bill Waller, City Administrator

FROM: Tim Hruska, PE, LS

DATE: June 24, 2021

RE: Redwood Drainage Ditch

Per City Council direction, the City received two quotes for the above referenced project. The project will make repairs around the two outlets south of South 11th Street and about a 50' repair to the edge of the ditch. The two quotes received are as follows:

Gerke Excavating, Inc. of Onalaska, WI for \$10,606

Zenke Inc. of La Crescent, MN for \$11,600

Council Action Recommendation

We recommend that the Council award the project to Gerke Excavating. They were the low responsive, responsible bidder.



Proposal

Gerke Excavating
15341 State Hwy 131, S
Tomah, WI 54660
www.gerkeexcavating.com
Phone (608) 372-4203
Fax (608) 372-4139

To:
City of La Crescent

Project:
Redwood Drainage Ditch
11th and Redwood

Proposal #:
Q21449

Date: June 23, 2021

Line Number	Item Number	Bid Item	Total Cost	Notes per Item
1	619.1000	Mobilization		
2	830.0505	Concrete around CMP outlets		
3	201.0105	Clearing		
4	208.0100	Borrow		
5	630.0100	Turf Restoration, Hydro-seeding		
6	628.2023	Erosion Mat Class II Type B		
Total Bid Price			\$ 10,606.00	

Exclusions/Clarifications/Notes

1. All items are tied.
2. Per emailed scope of work. We estimate 1 to 1.5 days of a mini excavator and posi track.
3. Bonds and permits are excluded. - *For us to bond our own work, 1% of the Total Bid Price will be added to the Mobilization item.*
4. A locate request thru Diggers Hotline will be submitted. However, private lines (gas, electrical, cable, fiber, etc.) are to be located by others. If not located Gerke Excavating is not responsible if damaged.
5. Traffic barrels to protect equipment sitting on the roadway are included, but no formal traffic plan or detour.
6. Lawn mowing operations, if needed, as maintenance is excluded.
7. Due to processing fees up to 4%, approval of credit card payment needs to be authorized in advance.

Sincerely,

Dean McHugh
Gerke Excavating

The terms listed hereon are satisfactory and (I)(We) hereby authorize the performance of said work.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

ADDITIONAL AGREEMENT PROVISIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material are conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra costs involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining all permits which may be required in connection with the performance of this Proposal/Contract.

DELINQUENCY CHARGE

Payment is due and payable upon completion of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statute, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract contains the entire Agreement and understanding between the parties, and no provisions, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.

Zenke Incorporated
87 Main Street
La Crescent, MN 55947

Estimate

Date	Estimate #
6/24/2021	20643

City of LaCrescent
315 Main Street
La Crescent, MN 55947

Project

Description	Qty	Rate	Total
Redwood Drainage Ditch As per email June 15th scope Bid Job No warranty on seed germination or maintenance.	1	11,600.00	11,600.00
		Subtotal	\$11,600.00
		Sales Tax (6.875%)	\$0.00
		Total	\$11,600.00

3.3



TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: June 22nd, 2021

RE: Alternative landscape equipment grant

Information about the alternative landscaping equipment grant is attached. The grant will replace current 2-cycle gasoline-powered landscape equipment with electric/battery-powered equipment. The grant was awarded to the City of La Crescent on June 1st 2021.

The world of outdoor landscape maintenance equipment is changing fast. Gas powered landscaping tools do not show up on the list of top sources greenhouse gas emissions, but as it relates to air pollution that are a significant contributor. Gas powered landscape equipment is a significant contributor primarily because the tools do not use the same pollution controls as most automobiles. Lawnmowers, leaf-blowers, trimmers, chainsaws, and other landscaping equipment are overtaking cars as the leading source of air pollution in many parts of the country.

Additional benefits of battery powered landscape equipment includes:

- Easier starting
- Lighter weights
- Reduced vibrations
- Eliminated exhaust fumes
- No routine engine maintenance
- Savings on fuel, oil, filters
- Significantly quieter operations (beneficial on a community and individual operator level)

Tue 6/1/2021 10:20 AM

Congratulations! I am pleased to inform you that City of La Crescent has been selected for an Alternative Landscaping Equipment grant award in the amount of \$1,580. As a reminder, the award is for replacement of your 2-cycle gasoline-powered equipment listed on your application with electric/battery-powered equipment.

We will draft and route your agreement for signature. I see that you are registered in the State's Statewide Integrated Financial Tools (SWIFT) procurement system as a grantee (supplier); please provide contact information (email) for the person who will be responsible for signing your agreement on behalf of your entity. All agreements are routed through Docusign and reviewed/approved electronically.

Please remember any costs incurred prior to the MPCA's execution of your Grant Agreement will be ineligible as both project grant costs and as your matching funds. Do not order your new equipment until you have been notified that you can begin.

Kari Cantarero has been assigned as your MPCA Project Manager. If you have questions or concerns, please contact her at Kari.Cantarero@state.mn.us or 651-757-2875.

Thank you for your participation in our Alternative Landscaping Equipment Grant Program.

Best,
Katie

Katie Shea | Contract Specialist
Minnesota Pollution Control Agency (MPCA)

Operations Division

520 Lafayette Road | St. Paul, MN | 55155

Phone (651) 757-2751 | Fax (651) 297-1456

katie.shea@state.mn.us | www.pca.state.mn.us

3.4



TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: June 22nd, 2021

RE: Fleet Electrification Advisory Program

Information about the Fleet Electrification Advisory Program is attached. Swatch Labs is the company that Xcel contracts with for the Fleet Electrification Advisory Program. Currently we are planning to complete the study on 14 city vehicles. The contract is estimated by Mary Till with Swatch Labs to be about \$10,000. Xcel will fully reimburse the city for these funds per the Fleet Electrification Advisory Program agreement upon completion of the work by Swatch Labs.



June, 12th 2021

Jason Ludwigson, Sustainability Coordinator
City of La Crescent
315 Main Street
La Crescent, MN, 55947

RE: Proposal for XE FEAP: EV Analytics

Dear Mr. Ludwigson:

Sawatch, Inc. (d.b.a. Sawatch Labs) is pleased to have the opportunity to submit a proposal to the City of La Crescent for an Electric Vehicle (EV) Suitability Assessment for the City's fleet. Sawatch Labs would analyze the City's vehicles with deployment of the Geotab GO9 telematics for data collection from the City's fleet.

Sawatch Labs works closely with our customers to understand the needs of all stakeholders (e.g. drivers, fleet managers, sustainability managers) and provides metrics for each vehicle related to operational suitability, financial impact, and sustainability impact for each vehicle analyzed. These metrics are combined into an overall EV Suitability Score for each vehicle.

We have had the opportunity to work with entities of all sizes and have substantial experience working with public sector fleets including the State of North Carolina, State of Utah, State of Colorado, State of Minnesota, Rochester (Minnesota), Olmsted County (Minnesota), Boulder (Colorado), Columbus (Ohio), the National Renewable Energy Laboratory, and the U.S. Navy. We appreciate your consideration and invite the opportunity to provide clarification or answer any questions you may have about our offering.

Sincerely,

Mary Till
Director of Business Development
720-468-3550
till@sawatchlabs.com

sawatchlabs.com
info@sawatchlabs.com
Tel: 303-578-2465
Denver, Colorado | Petaluma, California



EVSA & EVSA Analysis

1. Process and Timeline

The EVSA requires a minimum of 90 days of telematics data for each vehicle. The City has requested a three-month data collection period. As such, this timeline is based on when that data collection would be complete.

Once a contract is finalized and the list of vehicles on which the GO9 will be deployed is provided to Sawatch Labs, the hardware will be shipped to the City. Sawatch Labs will work with the City to schedule a convenient time for the installations to occur. If desired, Sawatch Labs will contract with a certified Geotab installer located in the La Crescent area to conduct the installs based on timing that is most convenient for the City. Approximately 16 installs can be completed in a day. The installation dates can be scheduled as early as 2-3 weeks after the contract is executed.

2. Deliverables

Sawatch Labs will provide a summary report of the ezEV Suitability Assessment for the fleet. The ezEV Suitability Assessment will include ezEV results for each individual vehicle and by agency (including EV suitability scores and infrastructure needs) and recommendations for ZEV procurement. Additionally, a 1-page summary will be provided for each vehicle providing information on the observed driving, estimated energy use, EV recommendation, charging infrastructure needed, estimated cost to charge the vehicle, estimated annual and lifetime savings, and estimated GHG emissions reductions. A sample of the 1-page vehicle summary is provided in Appendix A.

Table 1. Deliverables and Projected Timeline

Task	Deliverable	Schedule
T1. Kickoff webinar meeting with City staff ¹	D1. Webinar	TBD based on City's preference
T2. Installations	N/A (task for City) ²	TBD based on City's preference
T3. Initial training of ezEV and myGeotab (optional) applications	D3. Webinar training	2 weeks after Task 3
T4. ezEV Suitability Assessment & ezIO EVSE Site Map Analysis Conducted	D4a. ezEV scores and summary data for each vehicle made available in a secure online dashboard	3 months after completion of Task 2
	D4b. 1-page PDF vehicle summary provided for each vehicle	3 months after completion of Task 2
	D4c. Fleet summary data table (.csv) and Report (.pdf)	3 months after completion of Task

sawatchlabs.com

info@sawatchlabs.com

Tel: 303-578-2465

Denver, Colorado | Petaluma, California



	D4d. Interactive EVSE site map analysis & data table (.csv)	3 months after completion of Task 2
	D4e. Vehicle & fleet-wide anticipated charging needs	3 months after completion of Task 2
	D4f. ezEV Suitability Assessment completed	4 months after completion of Task 2
T5. Presentation of Results	D5a. Presentation of results via webinar ¹	Based on the City's preference but no sooner than completion of Deliverable D4d.
<i>¹It is anticipated that the kickoff and results meetings will occur via webinar. If the City would prefer for these meetings to be in person, we are happy to discuss that option in more detail. ²If the City would prefer a professional installation of the Geotab Go9 devices Sawatch can dispatch a certified, professional installer.</i>		

Cost

The cost to complete the ezEV Suitability Assessment using Geotab telematics for data collection is \$10,042.19 and details can be found in the attached quote 2331; the City has requested pricing for a three-month data collection period for 14 vehicles. The Geotab GO9 devices, necessary hardware and data plans have been priced using discounted pricing for governments.

3. Approach and Methodology

Sawatch Labs developed the ezEV Analytics Platform to determine how an EV would perform following the same drive cycles and driving patterns of an existing vehicle. This allows you to see how an EV would have performed had it driven the same trips that your vehicle drove over the period of observation, providing a clear understanding of whether or not an EV would be successful in the same use case. The analysis uses telematics data and requires a minimum of 90 days of data for each vehicle to ensure that the driving observed is representative of each vehicles' driving patterns.

The ezEV fleet assessment scores each vehicle based on its suitability to be replaced with an EV using tens of thousands of data points contributing to 170 different attributes for each vehicle. The overall ezEV Score is a composite score that incorporates energy use, economics, parking (time and location consistency), and confidence that the data collected is a representative sample of overall vehicle activity. The Energy Score helps you easily see how many days a vehicle could do all its driving without needing to charge midday. The Economics Score assesses the financial impact of replacing the vehicle with an EV, including the purchase price



QUOTE

City of La Crescent, MN
Attention: Jason Ludwigson
315 Main St
LA CRESCENT MN 55947
USA

Date
Jun 17, 2021

Expiry
Jul 17, 2021

Quote Number
QU-2331

Reference
XE FEAP_13

Sawatch Labs
Please remit payment to:
4045 Pecos Street Suite
190 Denver, CO 80211
(303) 578-2465

EV Analytics for XE FEAP

This work qualifies for a rebate through Xcel Energy's Fleet Electrification Advisory program.

This scenario looks at analysis for 13 owned fleet vehicles (1/4 ton truck, SUV's and sedans) that are available for replacement and operate within ~7 different departments.

All charges will be billed as a lump sum at the conclusion of the project as indicated by results delivery.

Item	Description	Quantity	Unit Price	Amount USD
XE FEAP EVSA	EVSA using ezEV and ezIO. This program qualifies for reimbursement through Xcel Energy's Fleet Electrification Advisory Program	1.00	8,000.00	8,000.00
GV - G09	GO9 Geotab GPS Hardware, one-time fee	14.00	62.50	875.00
GV - HRN-GS16K2	GO9 OBDII Universal Harness Kit, one-time fee	14.00	28.06	392.84
GV - PRO Plan	PRO Plan, monthly data fees (14 vehicles x 3 months = 42 units)	42.00	16.33	685.86
XXX - Duties	Duties - USTR Tarrif on GO9, one-time fee	14.00	3.77	52.78
GV - Shipping	Shipping, Standard	1.00	35.71	35.71
			Subtotal	10,042.19
			TOTAL USD	10,042.19

Terms

"The provided information is not an invoice and is only an estimate of goods/services described above.

Please confirm your acceptance of this quote electronically or by signing this document and returning it to Sawatch Labs.

An invoice for all charges will be delivered after analysis results have been completed. Terms: Net 30

Termination by Either Party. Either party may terminate this contract at any time, with or without cause, by giving the other party thirty (30) days written notice to terminate. Sawatch *has the right to terminate the contract under the following conditions: 1) no response from client over a sixty (60) day period, or 2) devices have not been installed within forty-five (45) days of receipt. Effective immediately upon termination *from either party, 1) service to all Geotab devices will be terminated, 2) the full balance for all Geotab telematics hardware and associated data plans ordered on behalf of client will be due, and 3) a termination fee of \$2500 will be due.

Delivery of Results: Sawatch Labs will notify the client when results are available and *request to schedule a meeting (in-person or web call). If client does not participate in a results delivery meeting within sixty (60) days, Sawatch Labs has the right to deliver results via email and invoice in full. Results will remain available in the online dashboard for six (6) months.

Signature: _____

Printed Name: _____

Date: _____

If you have any questions concerning this quote please contact Mary till at till@sawatchlabs.com or 720-468-3550

3.5



MEMORANDUM

To: Bill Waller, City of La Crescent
From: Tammy Omdal, Managing Director
Date: June 18, 2021
Re: Reimbursement Resolution

At the June 14th meeting, the City Council approved the purchase of a piece of property, and authorized staff to prepare a resolution of intent to reimburse. The purchase price is \$230,000, and the address of the property is 332 South 1st Street, La Crescent, Minnesota.

The City plans to acquire the property for the purpose of construction of a new municipal building to be used for city hall.

For the City to reserve the authority to reimburse itself for the property acquisition cost from bond proceeds, the Council must approve a resolution declaring the official intent of the City to reimburse certain expenditures from the issuance of bonds.

A proposed resolution is attached. The amount included in the resolution is a not to exceed \$250,000 (which gives some contingency above the \$230,000 for additional costs that may incurred related to the acquisition).

Prior to issue of general obligation bonds to finance the property acquisition and construction of a new city hall building (CIP bonds), the City will first to need to complete the process that is required under Minnesota Statutes, 475.521 (the "Act") to prepare a capital improvement plan and carry out programs for financing certain capital improvements. The City may issue general obligation bonds pursuant to the Act to finance the cost of capital improvements described in the plan.

The Council must approve the issuance of CIP bonds by a 3/5ths vote of its membership. However, the bonds are subject to a so-called "reverse referendum". If a petition, signed by voters equal to at least 5% of the votes cast in the City in last municipal general election, is filed with the City Clerk within 30 days after the public hearing regarding the bonds, the bonds may not be issued unless approved by the voters (by a majority of those voting on the question). Further, the maximum debt service in any year on all outstanding CIP Bonds is .16% of the estimated market value of property in the City, using the estimated market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and the CIP bonds have been authorized, the City may prepare for a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the CIP bonds are sold, and when proceeds from the sale of bonds become available, the reimbursement and expenditures for specified capital improvements can be made.

At this time the City has not determined a timeline for any potential financing and construction of a new city hall. The purpose of the resolution is to reserve the City's authority to reimburse itself in the future from bond proceeds, if, and when, bonds are issued.

Attachment (1)

RESOLUTION NO. _____

**RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF LA
CRESCENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE ISSUANCE
OF BONDS**

WHEREAS, the Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse an issuer for any project expenditure paid prior to the time of the issuance of those bonds; and

WHEREAS, the Regulations generally require that an issuer make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment); and

WHEREAS, the City Council (the "Council") of the City of La Crescent, Minnesota (the "City") has heretofore determined and declared that it is in the best interests of the City to issue general obligation bonds, in an amount not to exceed \$250,000 (the "Bonds"), to finance the costs of certain property acquisition (the "Project").

WHEREAS, the Council is authorized under Minnesota Statutes, 475.521 (the "Act") to prepare a capital improvement plan and carry out programs for financing certain capital improvements. The City may issue general obligation bonds pursuant to the Act to finance the cost of capital improvements described in the plan.

WHEREAS, the Council before the approval of the Plan and issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

WHEREAS, pursuant to the Act, the City plans to cause to be prepared a five-year capital improvement plan (the "Plan"), which will describe certain capital improvements in the City for a five year period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota, as follows:

1. Official Intent Declaration. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds for costs of the Project incurred and paid for prior to the issuance thereof.

ADOPTED this _____ day of _____, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

3.6



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: June 17, 2021
RE: Personnel Committee Recommendation

The Personnel Committee has the following recommendation for consideration by the City Council:

1. That the City Council accept Todd Duerwachter's resignation as a Firefighter. A memo from the Fire Chief regarding this recommendation is included.



La Crescent Fire/Rescue

To: Personnel Committee
La Crescent City Council
Bill Waller – City Administrator
From: Chief Tom Paulson
Date: June 1, 2021

RE: Fire Fighter Resignation

Todd Duerwachter, Fire Fighter/Emergency Medical Responder, has submitted his resignation effective May 25, 2021. Todd has served on the department in good standing since January, 2015.

The La Crescent Fire Department accepts Mr. Duerwachter's resignation and thanks him for his dedicated service

Sincerely,

Tom Paulson
Fire Chief
La Crescent Fire Department

3.7

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED: 6/21/21

SUBMITTED BY: Josh Tarrence - La Crescent Fire Department

ISSUE: Fire Department 100 year celebration

ATTACHMENTS: 1 Letter

JUSTIFICATION:

ACTION REQUESTED: Road closure and street dance

REVIEWED BY: _____ City Clerk/ Admin. _____ City Attorney _____ Bldg. Insp.
_____ Finance Director _____ Public Works _____ City Engineer

RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 5:15 p.m. the day of the meeting.

June 20, 2021

Honorable Mayor and City Council Members
City Administrator Bill Waller

RE: La Crescent Fire Department
100 Year Celebration
Saturday, August 7th, 2021

The La Crescent Fire Department celebrated 100 years of service to the City of La Crescent in 2020. Unfortunately, due to the COVID 19 pandemic, the 100 year celebration had to be postponed. We have rescheduled the celebration for Saturday, August 7th, 2021. The event is to include: Past and Present Firefighter Luncheon, Fire Department Family Open House, Chicken Q and Community Street Dance.

We respectfully request the city council's permission to close South 1st Street from South Oak Street to the municipal parking lot from 8am to 5pm then close the rest of South 1st Street to South Walnut Street until midnight. Also we respectfully request the city council's permission to hold the street dance which will be located on South 1st Street from 7pm to 11pm. I have discussed this event and road closure with Police Chief Doug Stavenau and he has approved. Chief Stavenau will also provide Police Reserves for the event.

This is an exciting milestone for the La Crescent Fire Department so we would like to invite all the city council members to come to the event and help celebrate this great achievement.

Thank you.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'Josh Tarrence', with a long horizontal line extending to the right.

Josh Tarrence
Assistant Chief/Fire Marshal
La Crescent Fire Department

**LA CRESCENT PUBLIC LIBRARY**

321 MAIN ST., LA CRESCENT, MN 55947

Phone (507)895-4047 Fax (507)895-7153

MEMORANDUM

DATE: June 24, 2021

TO: La Crescent City Council

FROM: Kayce Gentry, Library Director

SUBJECT: New Library Fine Policy

Subject to approval by the City Council, the La Crescent Library Board of Trustees has voted on a new fine policy for the La Crescent Public Library.

Under the current fine policy, children's books do not accrue overdue fines, while adult books, magazines, and puzzles accrue fines of \$0.20 per day and audiovisual materials (DVDs and music CDs) accrue overdue fines of \$0.50 per day.

The Board moved to change the fine policy so that only new adult books would accrue fines of \$0.20 per day with all other materials no longer accruing overdue fines. The purpose of this change is to make using the library easier and more equitable, particularly for low-income patrons. When we eliminated fines on children's books in 2019, we made using the library easier for families throughout our community; we would like to build on that now by making a larger portion of the collection fine-free.

The impact on the library's budget would be minimal. Due to the pandemic, we ceased to collect any overdue fines from March of 2020 to May of 2021 with only a small loss to expected revenue. Overall, this change would reduce the library's revenue by approximately 0.5%. The decrease in revenue from fines over the last few years has been much surpassed by our increasing fundraising through the Friends of the Library and increased use of our other revenue-generating services (printing, copying, faxing).

5.1



June 17, 2021

Ely Sebo
42618 Kipp Drive
Winona, MN 55987

Dear Ms. Sebo:

Thank you for your letter about increasing the number of chickens allowed to be kept at residences in the city. Currently, the city has an ordinance in place that allows for 3 chickens. I think that your idea warrants further discussion. A good place to start the conversation would be with our GreenSteps committee. The GreenSteps committee works on sustainability issues for the City.

If you are agreeable, I will have the City Sustainability Coordinator, Jason Ludwigson follow up with you and invite you to a future GreenStep meeting to present your idea.

Please let me know if this is something you would consider. I can be reached at (608) 785-1234.

Sincerely,

Mike Poellinger, Mayor
City of La Crescent



**La Crosse County Convention & Visitors Bureau
Online Board Meeting
Tuesday, June 15th, 2021
8:00 a.m. – Online Meeting**

Board of Directors: Dan Wick, President; Billy Bergeron, Vice President; Chris Roderique, Treasurer; Val Erickson, Secretary; Pete Boese, Dave Ring, Pat Stephens, Ryan Johnson, Larry Jensen, Nathan Franklin, Patrick Barlow, Dan Stevens, Scott Neumeister, Troy Sargent, Cherryl Jostad, Michel Gabbud, Stephen Cohen, Jay Patel, Ashley Santolin, Cassandra Hanan, Pamela Maas, Jen Burch & Madeline Behringer

Ad Hoc: Terry Bauer, Neal Zygarlicke, Art Fahey
Executive Director: A.J. Frels

AGENDA

1. **Call to Order**
2. **Board Minutes**
 - a. May 2021
3. **Financial Committee**
 - a. Minutes – June 2021
 - b. Statements – May 2021
4. **Executive Director's Report**
5. **Committees**
 - a. Membership
 - b. Grants
 - c. Convention/Sales
 - d. Marketing/Media
6. **Old Business**
 - a. ARP Discussion with County
 - b. UWL Study #3
 - c. Job Posting Page
7. **New Business**
 - a. Regional May Hotel Occupancy (rough count)
 - b. 2022 Visitors Guide Sales
 - c. Membership Structure/Rates for Short-Term Rentals
 - d. 2021-22 Board Retreat
8. **Event Center Updates**
9. **Community Updates**
10. **Adjournment**
11. **Next In Person LCCVB Board Meeting is Scheduled for July 27th, 2021 Starting at 8:00 am**



LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING-ONLINE

May 18, 2021– 8:00 a.m.

Board Members:

Present: Chris Roderique, Pat Stephens, Valerie Erickson, Larry Jensen, Dan Wick, Dave Ring, Nathan Franklin, Cherryl Jostad, Ashley Santolin, Jen Burch, Jay Patel, Cassandra Hanan, Dan Stevens, Patrick Barlow, Ryan Johnson, Pamela Maas

Excused: Terry Bauer, Neal Zygarlicke, Stephen Cohen, Art Fahey

Absent: Scott Neumeister, Billy Bergeron, Troy Sargent, Michel Gabbud

Others present:

Executive Director: A.J. Frels

Director of Finance & Human Resources: Michelle Hoch

PROCEEDINGS:

Dan Wick brought the meeting to order at 8:04 a.m.

MOTION: To approve the April 2021 Board minutes. (P. Stephens, D. Stevens) Carried.

FINANCE COMMITTEE:

MOTION: To approve the May 2021 minutes. (P. Stephens, L. Jensen) Carried.

MOTION: To approve the April 2021 financials. (P. Stephens, J. Patel) Carried.

MOTION: To approve the 2020 Audit. (P. Stephens, P. Maas) Carried.

EXECUTIVE DIRECTOR REPORT:

-The 2020 County-by-County numbers have been released from the Wisconsin Department of Tourism, and shows that in 2020 La Crosse County was ranked #11 out of 72 counties.

-Explore La Crosse is working with travel influencers in partnership with Travel Wisconsin, and they were in town last week to tour the region.

-The staff has participated in multiple sessions of virtual WIGCOT offered by Travel Wisconsin. Travel Wisconsin has invested significant funds to ensure alignment with the current travel climate.

-Gene Danielson, long-time volunteer for our organization passed away last month. He was a great ambassador for our area, and truly enjoyed working with visitors. He will be greatly missed.

-LADCO recently announced their new Executive Director, Tim Kabat on May 4th.

-AJ is in the process of holding quarterly meetings with the community leaders, and has thus far met with West Salem and La Crosse.

-The Wisconsin Meetings and Convention Committee met on May 11th and announced securing the \$100,000 that will be used to feature a select number of convention centers in the state.

The Wisconsin Governor's Council on Tourism met in April. The Council had to repeat the meeting on May 12th because it was originally not posted for the public. AJ has been elected to serve another term as vice-chair.

-We are working with UWL to conduct a 3rd travel survey for our region. It is currently being conducted, and expected to be completed by the end of May.

-We supported the Drift Cycle program further by pushing out their press releases about the official launch of their program. It is nice to see the bikes being used in the La Crosse area.

-Madeline is no longer at the Best Western in La Crescent. We will hold that seat on our board open for now until we hear how the hotel plans to move forward with filling the position.

COMMITTEE REPORTS:

Membership Committee-The reports were distributed. L. Jensen reported that membership revenue for March came in at \$5,920.00. There were 26 membership renewals for the month. The next membership meeting will be held on July 20th.

Grants-R. Johnson reported that 13 applications have been received thus far. The next Grant meeting will be

held on May 20th.

Lease/Construction Committee-We have just a few small items left to remove from the garage at Riverside, and then we will be completely moved out.

Convention/Sales Committee-No updates at this time.

Marketing/Media-AJ and Haleigh recently met with Billy to discuss the creation of eight new videos. They are looking for organizations and groups to work with, and to ensure we are showing we are diverse and inclusive in welcoming visitors to our region.

OLD BUSINESS:

-Annual Meeting Review of Agenda: the agenda was distributed for review. We will have the Annual Meeting on May 25th virtually at 12:00 noon, and follow up with the Open House from 3-6pm at our new office. The press release will go out today for the Open House.

-Job Fair: We had attempted to hold the job fair to help out our members, but had to cancel due to lack of participation. Only eight of the originally 22 businesses could participate. We are helping out by continuing to have the job-posting page on our website, which is available for our members to utilize and post job openings.

-Discover Wisconsin Show: We are looking to lock in a regional show, to include all the municipalities, and La Crescent. The show will be filmed in 2022, and will be aired in 2023.

-NATOW: will be renting some space at the Wisconsin Welcome Center. They will be putting up a pop up display, and have agreed to be a member. The fee will be \$750 plus the cost to be a member of \$225.

NEW BUSINESS:

- 2021 Hotel Occupancy update shows an average of 59.6% for those properties participating for the month of April.

-Festival Meeting with La Crosse County & City of La Crosse: The purpose of this meeting was to help get everyone on the same page when it comes to making sure that events and festivals are compliant with policies and procedures. May look to hold another session in the future.

-ARP Discussion with La Crosse County: \$50 million has been designated to help Tourism. These funds will be dispersed through La Crosse County, and this was a discussion to work through ideas on how the funds might be distributed.

Event Centers Update:

-La Crescent Event Center: They are seeing some events returning, and there has been more activity lately.

-Omni Center: They were very busy this last month. The Railroad Show will be at the Omni Center this coming weekend, and prep will be done for the ice being put in next month in June.

Community Updates:

-La Crescent will have the Farmer's Market starting up on Tuesday's from 4-7pm, Applefest will be held mid-September, Horsetrack Meadows sales have proven very successful, they are looking at a possible rezone to include more single family lots and fewer multi-family dwellings.

-Onalaska will hold Celebrate Onalaska on June 26th, Tuesday night music at Dash Park, and you'll also see pop up art throughout the downtown area.

Next virtual meeting scheduled for June 15, 2021, at 8:00am. We will meet in-person for the July 27th

Board Meeting.

MOTION: Moved to Adjourn 8:45am. (P. Stephens, L. Jensen) Carried.

Respectfully submitted, Michelle Hoch